

**THE STATE OF TEXAS                   §****COUNTY OF TRAVIS                   §**

**CONTRACT FOR ARCHITECTURAL SERVICES**  
**Project Specific Contract with Work Authorizations**

**THIS CONTRACT FOR ARCHITECTURAL SERVICES** is made by and between the State of Texas acting by and through the Texas Department of Transportation, 125 E. 11th St., Austin, Texas 78701, hereinafter called "State," and Freese and Nichols, Inc., having its principal business address at 4055 International Plaza, Suite 200, Fort Worth, TX 76109, hereinafter called "Architect," for the purpose of contracting for architectural services.

**WITNESSETH**

**WHEREAS**, Government Code, Chapter 2254, Subchapter A, "Professional Services Procurement Act," provides for the procurement of architectural services; and

**WHEREAS**, 43 Texas Administrative Code §9.30 et seq. establishes the Texas Department of Transportation's policies and procedures for contracting for architectural services; and,

**WHEREAS**, the State desires to contract for architectural services generally described as management of Architectural and Engineering services for the design of State Campus headquarters campus Consolidation Project located in Austin, Texas; and,

**WHEREAS**, the State has selected the Architect to provide the needed services and the Architect has agreed to provide the services subject to the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, the State and the Architect, in consideration of the mutual covenants and agreements herein contained, do hereby mutually agree as follows.

**AGREEMENT**

**ARTICLE 1. SCOPE OF SERVICES.** The State and the Architect will furnish items and perform those services for fulfillment of the contract as identified in Attachment B, Services to be Provided by the State and Attachment C, Services to be Provided by the Architect. All services provided by the Architect will conform to standard architectural practices and applicable rules and regulations of Texas Civil Statutes, Article 249a, and the rules of the Texas Board Architectural Examiners.

**ARTICLE 2. CONTRACT PERIOD.** This contract becomes effective when fully executed by all parties hereto and it shall terminate five years after the date the contract is fully executed unless the contract period is: (1) modified by written supplemental agreement prior to the date of termination as set forth in Attachment A, General Provisions, Article 6, Supplemental Agreements; (2) extended due to a work suspension as provided for in Attachment A, Article 3, Paragraph C; or (3) otherwise terminated in accordance with Attachment A, General Provisions, Article 15, Termination. Any work performed or cost incurred before or after the contract period shall be ineligible for reimbursement.

**ARTICLE 3. COMPENSATION.**

**A. Maximum Amount Payable.** The maximum amount payable under this contract without modification is shown in Attachment E, Fee Schedule. All payments are contingent upon the availability of appropriated funds.

**B. Basis of Payment.** The basis of payment is identified in Attachment E, Fee Schedule.

Reimbursement of costs incurred under a work authorization shall be in accordance with Attachment E, Fee Schedule.

**C. Reimbursement of Eligible Costs.** To be eligible for reimbursement, the Architect's costs must (1) be incurred in accordance with the terms of a valid work authorization; (2) be in accordance with Attachment E, Fee Schedule; and (3) comply with cost principles set forth at 48 CFR Part 31, Federal Acquisition Regulation (FAR 31). Satisfactory progress of work shall be maintained as a condition of payment.

**D. Architect Payment of Subproviders.** No later than ten (10) days after receiving payment from the State, the Architect shall pay all subproviders for work performed under a subcontract authorized hereunder. The State may withhold all payments that have or may become due if the Architect fails to comply with the ten-day payment requirement. The State may also suspend the work under this contract or any work authorization until subproviders are paid. This requirement also applies to all lower tier subproviders, and this provision must be incorporated into all subcontracts.

#### **ARTICLE 4. PAYMENT REQUIREMENTS**

**A. Monthly Billing Statements.** The Architect shall request reimbursement of costs incurred by submitting the original and one copy of an itemized billing statement in a form acceptable to the State. The Architect is authorized to submit requests for reimbursement no more frequently than monthly and no later than ninety (90) days after costs are incurred.

**B. Billing Statement.** The billing statement shall show the work authorization number for each work authorization included in the billing, the total amount earned to the date of submission, and the amount due and payable as of the date of the current billing statement for each work authorization. The billing statement shall indicate if the work has been completed or if the billing is for partial completion of the work. The fixed fee will be paid in proportion to the percentage of work completed per work authorization.

**C. Payment Timing.** For payment under each work authorization with a lump sum or specified rate basis of payment, the State will make payment to the Architect for the basic services listed in Attachment C of this contract as follows:

- Phase I. Fifteen percent (15%) of the total fee will be paid upon completion and State acceptance of the programming and schematic design plan submittals.
- Phase II. Twenty percent (20%) of the total fee will be paid upon completion and State acceptance of the design development submittals.
- Phase III. Thirty percent (30%) of the total fee will be paid upon completion and State acceptance of final (100%) construction document submittals.
- Phase IV. Five percent (5%) of the total fee will be paid upon completion of the construction contract advertisement, bidding, award and execution.
- Phase V. The remaining thirty percent (30%) of the total lump sum or specified rate fee will be paid in monthly payments, in proportion to the amount of construction completed, based upon the State's monthly progress report.

If the Architect performs an additional service listed in Attachment C of this contract, the Architect may bill and the State will make payment as defined in Attachment C of this contract, rather than according to the phases listed above.

**D. Overhead Rates.** The Architect shall use the provisional overhead rate indicated in Attachment E. If a periodic escalation of the provisional overhead rate is specified in Attachment E, the effective date of the revised provisional overhead rate must be included. For lump sum contracts, the overhead rate remains unchanged for the entire contract period.

**E. Thirty Day Payments.** Upon receipt of a billing statement that complies with all invoice requirements set forth in this Article, the State shall make a good faith effort to pay the amount which is due and payable within thirty (30) days.

**F. Withholding Payments.** The State reserves the right to withhold payment of the Architect's billing statement in the event of any of the following: (1) If a dispute over the work or costs thereof is not resolved within a thirty day period; (2) pending verification of satisfactory work performed; (3) the Architect becomes a delinquent obligor as set forth in Section 231.006 of the Family Code; (4) required reports are not received; or (5) the State Comptroller of Public Accounts will not issue a warrant to the Architect. In the event that payment is withheld, the State shall notify the Architect and give a remedy that would allow the State to release the payment.

**G. Required Reports.**

- (1) As required in Attachment H, Disadvantaged Business Enterprise or Historically Underutilized Business Program Requirements, the Architect shall submit Progress Assessment Reports to report actual payments made to Disadvantaged Business Enterprises or Historically Underutilized Businesses. One copy shall be submitted with each billing statement and one copy shall be submitted to the address included in Attachment H, Disadvantaged Business Enterprise or Historically Underutilized Business Program Requirements.
- (2) Prior to contract closeout, the Architect shall submit a Final Report (Exhibit H-4) to the address set forth in Attachment H.
- (3) The Architect shall submit a separate report with each billing statement showing the percent completion of the work accomplished during the billing period and the percent completion to date, and any additional written report requested by the State to document the progress of the work.

**H. Subproviders and Suppliers List.** Pursuant to requirements of 43 Texas Administrative Code §9.50 et seq., the Architect must provide the State a list (Exhibit H-5/DBE or Exhibit H-6/HUB) of all Subproviders and suppliers that submitted quotes or proposals for subcontracts. This list shall include subproviders and suppliers names, addresses, telephone numbers, and type of work desired.

**I. Debt to the State.** If the State Comptroller of Public Accounts is prohibited from issuing a warrant or initiating an electronic funds transfer to the Architect because of a debt owed to the State, the State shall apply all payment due the Architect to the debt or delinquent tax until the debt or delinquent tax is paid in full.

**J. State Auditor.** The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

**ARTICLE 5. WORK AUTHORIZATIONS.** The State will issue work authorizations using the form included in Attachment D (Work Authorizations and Supplemental Work Authorizations) to authorize all work under this contract. The Architect must sign and return a work authorization within seven (7) working days after receipt. Refusal to accept a work authorization may be grounds for termination of the contract. The State shall not be responsible for actions by the Architect or any costs incurred by the Architect relating to work not directly associated with or prior to the execution of a work authorization. Terms and conditions governing the use of work authorizations are set forth in Attachment A, General Provisions, Article 1.

**ARTICLE 6. SIGNATORY WARRANTY.** The undersigned signatory for the Architect hereby represents and warrants that he or she is an officer of the organization for which he or she has executed this contract and that he or she has full and complete authority to enter into this contract on behalf of the firm. These representations and warranties are made for the purpose of inducing the State to enter into this contract.

Project Specific Arch. Services Contract **wwa**

PeopleSoft Contract No.7913

Legacy Contract No. 38-7SDP8002

**ARTICLE 7. NOTICES.** All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:


<b>Architect</b>	<b>State</b>
Dwain K. Brown P.E., CCM, Vice President	Director, Professional Engineering Procurement Services
Freese and Nichols, Inc.	Texas Department of Transportation
4055 International Plaza, Suite 200	125 E. 11 <sup>th</sup> Street
Fort Worth, Tx 76109	Austin Texas 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

**ARTICLE 8. INCORPORATION OF PROVISIONS.** Attachments A through H are attached hereto and incorporated into this contract as if fully set forth herein.

**IN WITNESS WHEREOF**, the Architect and the State have executed this contract.

**THE ARCHITECT:**

DocuSigned by:  
  
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(Signature)

Dwain K. Brown, P.E., CCM

(Printed Name)

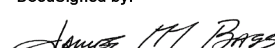
Vice President

(Title)

4/6/2018

(Date)

**THE STATE OF TEXAS**

DocuSigned by:  
  
 A36629BA547D4BD...

James M. Bass

(Printed Name)

Executive Director

(Title)

4/17/2018

(Date)

**Attachments and Exhibits Index to Contract for Architectural Services  
Attached and Incorporated into the Contract by Reference**

<b>Attachments</b>	<b>Title</b>
A	General Provisions
B	Services to Be Provided by the State
C	Services to Be Provided by the Architect
D	Work Authorization and Supplemental Work Authorization
E	Fee Schedule
F	Work Schedule
G	Computer Graphics Files for Document and Information Exchange, if applicable – Not Applicable
H-FG	Disadvantaged Business Enterprise (DBE) for Federal Funded Professional or Technical Services Contracts – See Attachment H Instructions - Not Applicable
H – FN	Disadvantaged Business Enterprise (DBE) for Race-Neutral Professional or Technical Services Contracts – See Attachment H Instructions - Not Applicable
H – SG	Historically Underutilized Business (HUB) Requirements for State Funded Professional or Technical Services Contracts – State of Texas HUB. Subcontracting plan required – See Attachment H Instructions
H – SN	Historically Underutilized Business (HUB) Requirements for State Funded Professional or Technical Services Contracts – No State of Texas HUB
<b>Exhibits</b>	<b>Title</b>
H – 1	Subprovider Monitoring System Commitment Worksheet
H – 2	Subprovider Monitoring System Commitment Agreement
H – 3	Monthly Progress Assessment Report
H - 4	Subprovider Monitoring System Final Report
H - 5	Federal Subproviders and Supplier Information
H - 6	HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report

**ATTACHMENT A****GENERAL PROVISIONS****INDEX TO PROVISIONS**

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3	Suspension of Work
4	Additional Work
5	Changes in Work
6	Supplemental Agreements
7	Ownership of Data
8	Public Information
9	Personnel, Equipment and Material
10	License for TxDOT Logo Use
11	Subcontracting
12	Inspection of Work
13	Submission of Reports
14	Violation of Contract Terms
15	Termination
16	Compliance with Laws
17	Indemnification
18	Architect's Responsibility
19	Non-collusion
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23	Maintenance, Retention and Audit of Records
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## **ATTACHMENT A**

### **GENERAL PROVISIONS**

#### **ARTICLE 1. WORK AUTHORIZATIONS**

**A. Use.** The Architect shall not begin any work until the State and the Architect have signed a work authorization. Costs incurred by the Architect before a work authorization is fully executed or after the completion date specified in the work authorization are not eligible for reimbursement. All work must be completed on or before the completion date specified in the work authorization, and no work authorization completion date shall extend beyond the contract period set forth in Article 2 of the contract (Contract Period).

**B. Contents.** Each work authorization will specify (1) the types of services to be performed; (2) a period of performance with a beginning and ending date; (3) a full description of the work to be performed; (4) a work schedule with milestones; (5) a cost not to exceed amount, (6) the basis of payment whether cost plus fixed fee, unit cost, lump sum, or specified rate; and (7) a work authorization budget calculated using fees set forth in Attachment E, Fee Schedule. The Architect is not to include additional contract terms and conditions in the work authorization. In the event of any conflicting terms and conditions between the work authorization and the contract, the terms and conditions of the contract shall prevail and govern the work and costs incurred.

**C. Work Authorization Budget.** A work authorization budget shall set forth in detail (1) the computation of the estimated cost of the work as described in the work authorization, (2) the estimated time (hours/days) required to complete the work at the hourly rates established in Attachment E, Fee Schedule; (3) a work plan that includes a list of the work to be performed, (4) a stated maximum number of calendar days to complete the work, and (5) a cost-not-to-exceed-amount or unit or lump sum cost and the total cost or price of the work authorization. The State will not pay items of cost that are not included in or rates that exceed those approved in Attachment E.

**D. No Guaranteed Work.** Work authorizations are issued at the discretion of the State. While it is the State's intent to issue work authorizations hereunder, the Architect shall have no cause of action conditioned upon the lack or number of work authorizations issued.

**E. Incorporation into Contract.** Each work authorization shall be signed by both parties and become a part of the contract. No work authorization will waive the State's or the Architect's responsibilities and obligations established in this contract. The Architect shall promptly notify the State of any event that will affect completion of the work authorization.

**F. Supplemental Work Authorizations.** Before additional work may be performed or additional costs incurred, a change in a work authorization shall be enacted by a written supplemental work authorization in the form identified and attached hereto as Attachment D. Both parties must execute a supplemental work authorization within the period of performance specified in the work authorization. The State shall not be responsible for actions by the Architect or any costs incurred by the Architect relating to additional work not directly associated with the performance or prior to the execution of the work authorization. The Architect shall allow adequate time for review and approval of the supplemental work authorization by the State prior to expiration of the work authorization. Any supplemental work authorization must be executed by both parties within the time period established in Article 2 of the contract (Contract Period). Under no circumstances will a work authorization be allowed to extend beyond the contract's expiration date or will the total amount of funds exceed the maximum amount payable set forth in Article 3, Paragraph A of the contract (Compensation).

**F-1. More Time Needed.** If the Architect determines or reasonably anticipates that the work authorized in a work authorization cannot be completed before the specified completion date, the Architect shall promptly notify the State. The State may, at its sole discretion, extend the work authorization period by execution of supplemental authorization, using the form attached hereto as Attachment D.

**F-2. Changes in Scope.** Changes that would modify the scope of the work authorized in a work authorization must be enacted by a written supplemental work authorization. The Architect must allow adequate time for the State to review and approve any request for a time extension prior to expiration of the work authorization. If the change in scope affects the amount payable under the work authorization, the Architect shall prepare a revised work authorization budget for the State's approval.

**G. New Work Authorization.** If the Architect does not complete the services authorized in a work authorization before the specified completion date and has not requested a supplemental work authorization, the work authorization shall terminate on the completion date. At the sole discretion of the State, it may issue a new work authorization to the Architect for the incomplete work using the unexpended balance of the preceding work authorization for the project. If approved by the State, the Architect may calculate any additional cost for the incomplete work using the rates set forth in the preceding work authorization and in accordance with Attachment E, Fee Schedule.

**H. Emergency Work Authorizations.** The State, at its sole discretion, may accept the Architect's signature on a faxed copy of the work authorization as satisfying the requirements for executing the work authorization, provided that the signed original is received by the State within five business days from the date on the faxed copy.

**I. Deliverables.** Upon satisfactory completion of the work authorization, the Architect shall submit the deliverables as specified in the executed work authorization to the State for review and acceptance.

## **ARTICLE 2. PROGRESS**

**A. Progress meetings.** The Architect shall from time to time during the progress of the work confer with the State. The Architect shall prepare and present such information as may be pertinent and necessary or as may be requested by the State in order to evaluate features of the work.

**B. Conferences.** At the request of the State or the Architect, conferences shall be provided at the Architect's office, the office of the State, or at other locations designated by the State. These conferences shall also include evaluation of the Architect's services and work when requested by the State.

**C. Inspections.** If federal funds are used to reimburse costs incurred under this contract, the work and all reimbursements will be subject to periodic review by the U. S. Department of Transportation.

**D. Reports.** The Architect shall promptly advise the State in writing of events that have a significant impact upon the progress of a work authorization, including:

- (1) problems, delays, adverse conditions that will materially affect the ability to meet the time schedules and goals, or preclude the attainment of project work units by established time periods; this disclosure will be accompanied by statement of the action taken or contemplated, and any State or federal assistance needed to resolve the situation; and
- (2) favorable developments or events which enable meeting the work schedule goals sooner than anticipated.

**E. Corrective Action.** Should the State determine that the progress of work does not satisfy the milestone schedule set forth in a work authorization, the State shall review the work schedule with the Architect to determine the nature of corrective action needed.

## **ARTICLE 3. SUSPENSION OF WORK AUTHORIZATION**

**A. Notice.** Should the State desire to suspend a work authorization but not terminate the contract, the State may verbally notify the Architect followed by written confirmation, giving (30) thirty days notice. Both parties may waive the thirty-day notice in writing.

**B. Reinstatement.** A work authorization may be reinstated and resumed in full force and effect within sixty (60) business days of receipt of written notice from the State to resume the work. Both parties may waive the sixty-day notice in writing.

**C. Contract Period Not Affected.** If the State suspends a work authorization, the contract period as determined in Article 2 of the contract (Contract Period) is not affected and the contract and the work authorization will terminate on the date specified unless the contract or work authorization is amended to authorize additional time.

**D. Limitation of Liability.** The State shall have no liability for work performed or costs incurred prior to the date authorized by the State to begin work, during periods when work is suspended, or after the completion date of the contract or work authorization.

#### **ARTICLE 4. ADDITIONAL WORK**

**A. Notice.** If the Architect is of the opinion that any assigned work is beyond the scope of this contract and constitutes additional work, it shall promptly notify the State in writing, presenting the facts of the work authorization and showing how the work authorization constitutes additional work.

**B. Supplemental Agreement.** If the State finds that the work does constitute additional work, the State shall so advise the Architect and a written supplemental agreement will be executed as provided in General Provisions, Article 6, Supplemental Agreements.

**C. Limitation of Liability.** The State shall not be responsible for actions by the Architect or any costs incurred by the Architect relating to additional work not directly associated with or prior to the execution of a supplemental agreement.

#### **ARTICLE 5. CHANGES IN WORK**

**A. Work Previously Submitted as Satisfactory.** If the Architect has submitted work in accordance with the terms of this contract but the State requests changes to the completed work or parts thereof which involve changes to the original scope of services or character of work under the contract, the Architect shall make such revisions as requested and as directed by the State. This will be considered as additional work and paid for as specified under Article 4, Additional Work.

**B. Work Does Not Comply with Contract.** If the Architect submits work that does not comply with the terms of this contract, the State shall instruct the Architect to make such revision as is necessary to bring the work into compliance with the contract. No additional compensation shall be paid for this work.

**C. Errors/Omissions.** The Architect shall make revisions to the work authorized in this contract which are necessary to correct errors or omissions appearing therein, when required to do so by the State. No additional compensation shall be paid for this work.

#### **ARTICLE 6. SUPPLEMENTAL AGREEMENTS**

**A. Need.** The terms of this contract may be modified if the State determines that there has been a significant increase or decrease in the duration, scope, cost, complexity or character of the services to be performed. A supplemental agreement will be executed to authorize such significant increases or decreases. Significant is defined to mean a cost increase of any amount and a cost decrease of twenty percent (20%) or more of the original estimated project cost.

**B. Compensation.** Additional compensation, if appropriate, shall be calculated as set forth in Article 3 of the contract (Compensation). Significant changes affecting the cost or maximum amount payable shall be defined to include but not be limited to new work not previously authorized or previously authorized services that will not be performed. The parties may reevaluate and renegotiate costs at this time.

**C. When to Execute.** Both parties must execute a supplemental agreement within the contract period specified in Article 2 of the contract (Contract Period).

#### **ARTICLE 7. OWNERSHIP OF DATA**

**A. Work for Hire.** All services provided under this contract are considered work for hire and as such all data, basic sketches, charts, calculations, plans, specifications, and other documents created or collected under the terms of this contract are the property of the State.

**B. Disposition of Documents.** All documents prepared by the Architect and all documents furnished to the Architect by the State shall be delivered to the State upon request by the State. The Architect, at its own expense, may retain copies of such documents or any other data which it has furnished the State under this contract, but further use of the data is subject to permission by the State.

**C. Release of Design Plan.** The Architect (1) will not release any design plan created or collected under this contract except to its subproviders as necessary to complete the contract; (2) shall include a provision in all subcontracts which acknowledges the State's ownership of the design plan and prohibits its use for any use other than the project identified in this contract; and (3) is responsible for any improper use of the design plan by its employees, officers, or subproviders, including costs, damages, or other liability resulting from improper use. Neither the Architect nor any subprovider may charge a fee for the portion of the design plan created by the State.

## **ARTICLE 8. PUBLIC INFORMATION AND CONFIDENTIALITY**

**A. Public Information.** The State will comply with Government Code, Chapter 552, the Public Information Act, and 43 Texas Administrative Code §3.10 et seq. in the release of information produced under this contract.

**B. Confidentiality.** The Architect shall not disclose information obtained from the State under this contract without the express written consent of the State.

**C. Access to Information.** The Architect is required to make any information created or exchanged with the state pursuant to this contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.

## **ARTICLE 9. PERSONNEL, EQUIPMENT AND MATERIAL**

**A. Architect Resources.** The Architect shall furnish and maintain quarters for the performance of all services, in addition to providing adequate and sufficient personnel and equipment to perform the services required under the contract. The Architect certifies that it presently has adequate qualified personnel in its employment for performance of the services required under this contract, or it will be able to obtain such personnel from sources other than the State.

**B. Removal of Contractor Employee.** All employees of the Architect assigned to this contract shall have such knowledge and experience as will enable them to perform the duties assigned to them. The State may instruct the Architect to remove any employee from association with work authorized in this contract if, in the sole opinion of the State, the work of that employee does not comply with the terms of this contract or if the conduct of that employee becomes detrimental to the work.

**C. Replacement of Key Personnel.** The Architect must notify the State in writing as soon as possible, but no later than three business days after a project manager or other key personnel is removed from association with this contract, giving the reason for removal.

**D. State Approval of Replacement Personnel.** The Architect may not replace the project manager or key personnel without prior consent of the State. The State must be satisfied that the new project manager or other key personnel is qualified to provide the authorized services. If the State determines that the new project manager or key personnel is not acceptable, the Architect may not use that person in that capacity and shall replace him or her with one satisfactory to the State within forty-five (45) days.

**E. Ownership of Acquired Property.** Except to the extent that a specific provision of this contract states to the contrary, the State shall own all intellectual property acquired or developed under this contract and all equipment purchased by the Architect or its subcontractors under this contract. All intellectual property and equipment owned by the State shall be delivered to the State when the contract terminates, or when it is no longer needed for work performed under this contract, whichever occurs first.

**ARTICLE 10. LICENSE FOR TxDOT LOGO USE**

**A. Grant of License; Limitations.** The Architect is granted a limited revocable non-exclusive license to use the registered TxDOT trademark logo (TxDOT Flying "T") on any deliverables prepared under this contract that are the property of the State. The Architect may not make any use of the registered TxDOT trademark logo on any other materials or documents unless it first submits that request in writing to the State and receives approval for the proposed use. The Architect agrees that it shall not alter, modify, dilute, or otherwise misuse the registered TxDOT trademark logo or bring it into disrepute.

**A. Notice of Registration Required:** The Architect's use of the Flying 'T' under this article shall be followed by the capital letter R enclosed within a circle (®) that gives notice that the Flying 'T' is registered in the United States Patent and Trademark Office (USPTO).

**B. No Assignment or Sublicense.** The Architect may not assign or sublicense the rights granted by this article without the prior written consent of the State.

**C. Term of License.** The license granted to the Architect by this article shall terminate at the end of the term specified in Article 2 of this contract.

**ARTICLE 11. SUBCONTRACTING**

**A. Prior Approval.** The Architect shall not assign, subcontract or transfer any portion of professional services related to the work under this contract without prior written approval from the State.

**B. DBE/HUB Compliance.** The Architect's subcontracting program shall comply with the requirements of Attachment H of the contract (DBE/HUB Requirements).

**C. Required Provisions.** All subcontracts for professional services shall include the provisions included in Attachment A, General Provisions, and any provisions required by law. The Architect is authorized to pay subproviders in accordance with the terms of the subcontract, and the basis of payment may differ from the basis of payment by the State to the Architect.

**D. Prior Review.** Subcontracts for professional services in excess of \$25,000 may be reviewed by the State prior to performance of work thereunder.

**E. Architect Responsibilities.** No subcontract relieves the Architect of any responsibilities under this contract.

**ARTICLE 12. INSPECTION OF WORK**

**A. Review Rights.** The State and the U. S. Department of Transportation, when federal funds are involved, and any of their authorized representatives shall have the right at all reasonable times to review or otherwise evaluate the work performed hereunder and the premises in which it is being performed.

**B. Reasonable Access.** If any review or evaluation is made on the premises of the Architect or a subprovider, the Architect shall provide and require its subproviders to provide all reasonable facilities and assistance for the safety and convenience of the state or federal representatives in the performance of their duties.

**ARTICLE 13. SUBMISSION OF REPORTS**

All applicable study reports shall be submitted in preliminary form for approval by the State before a final report is issued. The State's comments on the Architect's preliminary report must be addressed in the final report.

**ARTICLE 14. VIOLATION OF CONTRACT TERMS**

**A. Increased Costs.** Violation of contract terms, breach of contract, or default by the Architect shall be grounds for termination of the contract, and any increased or additional cost incurred by the State arising from the Architect's default, breach of contract or violation of contract terms shall be paid by the Architect.

**B. Remedies.** This agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

## **ARTICLE 15. TERMINATION**

**A. Causes.** The contract may be terminated before the stated completion date by any of the following conditions.

- (1) By mutual agreement and consent, in writing from both parties.
- (2) By the State by notice in writing to the Architect as a consequence of failure by the Architect to perform the services set forth herein in a satisfactory manner.
- (3) By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- (4) By the State for reasons of its own, not subject to the mutual consent of the Architect, by giving thirty business days notice of termination in writing to the Architect.
- (5) By the State, if the Architect violates the provisions of Attachment A, General Provisions Article 21, Gratuities, or Attachment H, Disadvantaged Business Enterprise/Historically Underutilized Business Requirements.
- (6) By satisfactory completion of all services and obligations described herein.

**B. Measurement.** Should the State terminate this contract as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the Architect. In determining the value of the work performed by the Architect prior to termination, the State shall be the sole judge. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the State terminate this contract under paragraph (4) or (5) above, the Architect shall not incur costs during the thirty-day notice period in excess of the amount incurred during the preceding thirty days.

**C. Value of Completed Work.** If the Architect defaults in the performance of this contract or if the State terminates this contract for fault on the part of the Architect, the State will give consideration to the following when calculating the value of the completed work: (1) the actual costs incurred (not to exceed the rates set forth in Attachment E, Fee Schedule) by the Architect in performing the work to the date of default; (2) the amount of work required which was satisfactorily completed to date of default; (3) the value of the work which is usable to the State; (4) the cost to the State of employing another firm to complete the required work; (5) the time required to employ another firm to complete the work; and (6) other factors which affect the value to the State of the work performed.

**D. Calculation of Payments.** The State shall use the fee schedule set forth in Attachment E to the contract (Fee Schedule) in determining the value of the work performed up to the time of termination. In the case of partially completed architectural services, eligible costs will be calculated as set forth in Attachment E, Fee Schedule. For cost plus fixed fee contracts, the sum of the provisional overhead percentage rate for payroll additives and for general and administrative overhead costs during the years in which work was performed shall be used to calculate partial payments. Any portion of the fixed fee not previously paid in the partial payments shall not be included in the final payment.

**E. Excusable Delays.** Except with respect to defaults of subproviders, the Architect shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure to progress in the performance of the work) if such failure arises out of causes beyond the control and without the default or negligence of the Architect. Such causes may include, but are not restricted to, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

**F. Surviving Requirements.** The termination of this contract and payment of an amount in settlement as prescribed above shall extinguish the rights, duties, and obligations of the State and the Architect under this contract, except for those provisions that establish responsibilities that extend beyond the contract period.

**G. Payment of Additional Costs.** If termination of this contract is due to the failure of the Architect to fulfill its contract obligations, the State may take over the project and prosecute the work to completion, and the Architect shall be liable to the State for any additional cost to the State.

#### **ARTICLE 16. COMPLIANCE WITH LAWS**

The Architect shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this contract, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination, and licensing laws and regulations. When required, the Architect shall furnish the State with satisfactory proof of its compliance therewith.

#### **ARTICLE 17. INDEMNIFICATION**

**A. Indemnification.** The Architect shall indemnify the State and the State's officers and employees against liability for damage to the extent that the damage is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Architect, the Architect's agent, or another entity over which the Architect exercises control.

**B. Attorney Fees.** The Architect shall reimburse, in proportion to Architect's liability, TxDOT's reasonable attorney's fees incurred defending TxDOT against a claim based wholly or partly on the negligence of, fault of, or breach of contract by Architect, Architect's agent, or another entity over which Architect exercises control.

#### **ARTICLE 18. ARCHITECT'S RESPONSIBILITY**

**A. Accuracy.** The Architect shall be responsible for the accuracy of work and shall promptly make necessary revisions or corrections resulting from its errors, omissions, or negligent acts without compensation.

**B. Errors and Omissions.** The Architect's Responsibility for all questions arising from design errors or omissions will be determined by the State. All decisions shall be in accordance with the State's "Consultant Errors & Omissions Correction and Collection Procedures" and Texas Government Code §2252.905. The Architect will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the project has been completed.

**C. Professionalism.** The Architect shall perform the services it provides under the contract: (1) with the professional skill and care ordinarily provided by competent architects practicing under the same or similar circumstances and professional license and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent architect.

**D. Seal.** The responsible Architect shall sign, seal and date all appropriate architectural submissions to the State in accordance with the Texas Civil Statutes, Article 249a, and the rules of the Texas Board of Architectural Examiners.

**E. Resealing of Documents.** Once the work has been sealed and accepted by the State, the State, as the owner, will notify the party to this contract, in writing, of the possibility that a State architect, as a second architect, may find it necessary to alter, complete, correct, revise or add to the work. If necessary, the second architect will affix his seal to any work altered, completed, corrected, revised or added. The second architect will then become responsible for any alterations, additions or deletions to the original design including any effect or impacts of those changes on the original architect's design.

#### **ARTICLE 19. NONCOLLUSION**

**A. Warranty.** The Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this contract and that it has not paid or agreed to pay any company or architect any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract.

**B. Liability.** For breach or violation of this warranty, the State shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

## **ARTICLE 20. INSURANCE**

The Architect certifies that it has insurance on file with Contract Services of the Texas Department of Transportation in the amount specified on Texas Department of Transportation Form 1560-CS, Certificate of Insurance, as required by the State. No other proof of insurance is acceptable to the State. The Architect certifies that it will keep current insurance on file with that office for the duration of the contract period. If insurance lapses during the contract period, the Architect must stop work until a new certificate of insurance is provided.

## **ARTICLE 21. GRATUITIES**

**A. Employees Not to Benefit.** Texas Transportation Commission policy mandates that employees of the Texas Department of Transportation shall not accept any benefit, gift or favor from any person doing business with or who reasonably speaking may do business with the State under this contract.

**B. Liability.** Any person doing business with or who reasonably speaking may do business with the State under this contract may not make any offer of benefits, gifts or favors to department employees. Failure on the part of the Architect to adhere to this policy may result in the termination of this contract.

## **ARTICLE 22. DISADVANTAGED BUSINESS ENTERPRISE OR HISTORICALLY UNDERUTILIZED BUSINESS REQUIREMENTS**

The Architect agrees to comply with the requirements set forth in Attachment H, Disadvantaged Business Enterprise or Historically Underutilized Business Subcontracting Plan Requirements with an assigned goal or a zero goal, as determined by the State.

## **ARTICLE 23. MAINTENANCE, RETENTION AND AUDIT OF RECORDS**

**A. Retention Period.** The Architect shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and services provided (hereinafter called the Records). The Architect shall make the records available at its office during the contract period and for seven (7) years from the date of final payment under this contract, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

**B. Availability.** The State or any of its duly authorized representatives, the Federal Highway Administration, the United States Department of Transportation, Office of Inspector General, and the Comptroller General shall have access to the Architect's Records which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts and transcriptions.

## **ARTICLE 24. NEPOTISM DISCLOSURE**

**A.** In this section the term "relative" means:

- (1) a person's great grandparent, grandparent, parent, aunt or uncle, sibling, niece or nephew, spouse, child, grandchild, or great grandchild, or
- (2) the grandparent, parent, sibling, child, or grandchild of the person's spouse.

**B.** A notification required by this section shall be submitted in writing to the person designated to receive official notices under this contract and by first-class mail addressed to Contract Services, Texas Department of Transportation, 125 East 11th Street, Austin Texas 78701. The notice shall specify the Architect's firm name, the name of the person who submitted the notification, the contract number, the district, division, or office of TxDOT that is principally responsible for the contract, the name of the relevant Architect employee, the expected role of the Architect employee on the project, the name of the TxDOT employee who is a relative of the Architect employee, the title of the TxDOT employee, the work location of the TxDOT employee, and the nature of the relationship.

**C.** By executing this contract, the Architect is certifying that the Architect does not have any knowledge that any of its employees or of any employees of a subcontractor who are expected to work under this contract have a relative that is employed by TxDOT unless the Architect has notified TxDOT of each instance as required by subsection (b).

**D.** If the Architect learns at any time that any of its employees or that any of the employees of a subcontractor who are performing work under this contract have a relative who is employed by TxDOT, the Architect shall notify TxDOT under subsection (b) of each instance within thirty days of obtaining that knowledge.

**E.** If the Architect violates this section, TxDOT may terminate the contract immediately for cause, may impose any sanction permitted by law, and may pursue any other remedy permitted by law.

## **ARTICLE 25. CIVIL RIGHTS COMPLIANCE**

**A. Compliance with Regulations:** The Architect will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.

**B. Nondiscrimination:** The Architect, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Architect will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

**C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Architect for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Architect of the Architect's obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

**D. Information and Reports:** The Architect will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Architect is in the exclusive possession of another who fails or refuses to furnish this information, the Architect will so certify to the State or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

**E. Sanctions for Noncompliance:** In the event of the Architect's noncompliance with the Nondiscrimination provisions of this contract, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- (1) withholding of payments to the Architect under the contract until the Architect complies and/or
- (2) cancelling, terminating, or suspending of the contract, in whole or in part.

**F. Incorporation of Provisions:** The Architect will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Architect will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Architect becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Architect may request the State to enter into such litigation to protect the interests of the State. In addition, the Architect may request the United States to enter into such litigation to protect the interests of the United States.

**ARTICLE 26. PATENT RIGHTS**

The State and the U. S. Department of Transportation shall have the royalty free, nonexclusive and irrevocable right to use and to authorize others to use any patents developed by the Architect under this contract.

**ARTICLE 27. COMPUTER GRAPHICS FILES**

The Architect agrees to comply with Attachment L, Computer Graphics Files for Document and Information Exchange, if determined by the State to be applicable to this contract.

**ARTICLE 28. CHILD SUPPORT CERTIFICATION**

Under Section 231.006, Texas Family Code, the Architect certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Architect is liable to the state for attorney's fees, the cost necessary to complete the contract, including the cost of advertising and awarding a second contract, and any other damages provided by law or the contract. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

**ARTICLE 29. DISPUTES**

**A. Disputes Not Related to Contract Services.** The Architect shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the Architect in support of the services authorized herein.

**B. Disputes Concerning Work or Cost.** Any dispute concerning the work hereunder or additional costs, or any non-procurement issues shall be settled in accordance with 43 Texas Administrative Code §9.2.

**ARTICLE 30. SUCCESSORS AND ASSIGNS**

The Architect and the State do each hereby bind themselves, their successors, executors, administrators and assigns to each other party of this agreement and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this contract. The Architect shall not assign, subcontract or transfer its interest in this contract without the prior written consent of the State.

**ARTICLE 31. SEVERABILITY**

In the event any one or more of the provisions contained in this contract shall for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**ARTICLE 32. PRIOR CONTRACTS SUPERSEDED**

This contract constitutes the sole agreement of the parties hereto for the services authorized herein and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein.

**ARTICLE 33. CONFLICT OF INTEREST.****A. Representation by the Architect.**

The Architect represents that its firm has no conflict of interest that would in any way interfere with its or its employees' performance of services for the department or which in any way conflicts with the interests of the department. The Architect further certifies that this agreement is not barred because of a conflict of interest pursuant to Texas Government Code, Section 2261.252, between it and the State.

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Specifically, the Architect certifies that none of the following individuals, nor any or their family members within the second degree of affinity or consanguinity, owns 1% or more interest, or has a financial interest as defined under Texas Government Code, Section 2261.252(b), in the Architect: any member of the Texas Transportation Commission, TxDOT's Executive Director, General Counsel, Chief of Procurement and Field Support Operations, Director of Procurement, or Director of Contract Services. The firm shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the department's interests.

**B. Certification of Status.** The Architect certifies that it is not:

- (1) a person required to register as a lobbyist under Chapter 305, Government Code;
- (2) a public relations firm; or
- (3) a government consultant

#### **ARTICLE 34. OFFICE OF MANAGEMENT AND BUDGET (OMB) AUDIT REQUIREMENTS.**

The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.

#### **ARTICLE 35. DEBARMENT CERTIFICATIONS**

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Architect certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification.

#### **ARTICLE 36. E-VERIFY CERTIFICATION**

Pursuant to Executive Order RP-80, Architect certifies and ensures that for all contracts for services, Architect shall, to the extent permitted by law, utilize the United States Department of Homeland Security's E-Verify system during the term of this agreement to determine the eligibility of:

1. All persons employed by Architect during the term of this agreement to perform duties within the State of Texas; and
2. All persons, including subcontractors, assigned by Architect to perform work pursuant to this agreement.

Violation of this provision constitutes a material breach of this agreement.

#### **ARTICLE 37. RESTRICTIONS ON EMPLOYMENT OF FORMER STATE OFFICER OR EMPLOYEE**

The Architect shall not hire a former state officer or employee of a state agency who, during the period of state service or employment, participated on behalf of the state agency in this agreement's procurement or its negotiation until after the second anniversary of the date of the officer's or employee's service or employment with the state agency ceased.

#### **ARTICLE 38. PERTINENT NON-DISCRIMINATION AUTHORITIES**

During the performance of this contract, the Architect, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

**A.** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

**B.** The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).

**C.** Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

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**D.** Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

**E.** The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

**F.** Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

**G.** The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).

**H.** Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

**I.** The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

**J.** Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

**K.** Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

**L.** Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

## **ARTICLE 39. BOYCOTT ISRAEL**

**A. Meaning:** “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

**B. Certification and Prohibition:** The Architect hereby certifies it does not boycott Israel and shall not boycott Israel during the term of the contract.

**ATTACHMENT B****SERVICES TO BE PROVIDED BY THE STATE**

These services to be provided by the State will include all phases of work from preliminary design through building commissioning, move in coordination, and warranty inspections.

**Phase I – PROGRAMMING - Program of work**

The State will:

- a. Provide a Project Manager (PM) as a singular point of contact for all communications
- b. Provide a list of the stakeholders that will participate as part of a Programming Committee, and will facilitate meetings between the Construction Management Agency (CMA), Architect and the State's applicable stakeholders
- c. Provide facilities at 150 Riverside for all required project meetings for the Programming Phase, through the Bidding Phase
- d. Provide the Organizational Change Management (OCM) report for distribution to incorporate into final Programming Report
- e. Review and approve the final Programming Report before giving approval to begin the Schematic Design Phase.

**Phase II - SCHEMATIC DESIGN - Preliminary Plans, Outline Specifications****Phase II – 30% Schematic Design Submittal**

The State will:

- a. Furnish a Due Diligence Report dated June 23, 2017 for the Campus Consolidation Site.
- b. Receive project information and provide final approval for schedule changes, design issues, payment applications, and clarifications to the contract.

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- c. Furnish all available site information and any other information available to the State for the proposed campus location which could assist with the completion of the project.
- d. Furnish the State Building Design Criteria, and other requirements for electronic drawing files and project production standards.
- e. Provide approval comments or make documented requests for adjustments or changes before giving approval to begin the 60% Schematic Design phase.

### **Phase II – 60% Schematic Design Submittal**

The State will:

- a. Review progress, schedule, preliminary plans, and outline specifications. State PM will provide approvals, comments or make documented requests for adjustments or changes.
- b. Provide and coordinate any required meetings between Design Team and the State stakeholders to provide clarification of Program Requirements.
- c. Provide appropriate meeting spaces for the Design Team, CMA, and the State PM to review the project's progress, schedule, preliminary plans, and outline specifications. The State's PM shall provide approval, comments or make documented requests for adjustments or changes, and all comments will be addressed, and the requested modifications made before advancing to the 100% Schematic Design Phase.

### **Phase II – 100% Schematic Design Submittal**

The State will:

- a. Review the project's progress, schedule, preliminary plans, specifications and cost estimate. Provide approval, comments or make documented request for adjustments or changes.
- b. Provide and coordinate any required meetings between the Design Team and the State stakeholders to provide clarification of Program Requirements.
- c. Provide appropriate meeting spaces for the Design Team, CMA, and State PM to review the project's progress, schedule, preliminary plans, and outline specifications. The State PM shall provide approval, comments or make

documented requests for adjustments or changes. All requested modifications will be made before formal presentation of the Schematic Design Phase to the State stakeholders.

- d. Provide an appropriate meeting space to coordinate a formal Schematic Design meeting between the Architects' Design Team, State PM, and all identified State stakeholders for the presentation of Schematic Design Submittal for the Campus Consolidation plan. All comments and recommendations presented by the State stakeholders will be addressed by the Design Team, and reviewed by the CMA and State PM for completeness before written approval is given to begin the Design Development Phase.

### **Phase III- DESIGN DEVELOPMENT - Plans, Specifications and Estimate:**

#### **Phase III – 30% Design Development Submittal**

The State will:

- a. Review the projects progress, schedule, plans, specifications, and cost estimates. State PM will provide approvals, comments or make documented requests for adjustments or changes.
- b. Provide and coordinate any required meetings between the Design Team and the State stakeholders to provide clarification of Building System requirements, specifically related to Mechanical, Electrical, and Plumbing systems to receive comments and recommendations from the State Facility personnel.
- c. Establish intermediate progress meetings with Design Team to review and approve construction methods and materials, and to evaluate and approve proposed building systems.
- d. Review Design Team's detailed site adaptation and utility extensions costs including letters of "commitment to provide services" from utility providers.
- e. Provide appropriate meeting spaces for the Design Team, CMA, and the State PM to review the project's progress, schedule, preliminary plans, specifications, and cost estimates. State's PM shall provide approval, comments or make documented request for adjustments or changes. All requested modifications shall be completed and approved before starting the 60% Design Development phase.

**Phase III – 60% Design Development Submittal**

The State will:

- a. Review the project's progress, schedule, plans, and specifications, provide approval, comments or make documented requests for adjustments or changes.
- b. Provide and coordinate any required meetings between the Design Team, CMA, and the State stakeholders to provide clarifications.
- c. Provide appropriate meeting spaces for the Design Team, CMA, and State PM to review the project's progress, schedule, plans, and specifications. State's PM will provide approval, comments or make documented requests for adjustments or changes. All requested modifications will be completed before advancing to the 100% Design Development phase.

**Phase III – 100% Design Development Submittal**

The State will:

- a. Review the project's progress, schedule, plans, specifications and cost estimate, provide approval, comments or make documented request for adjustments or changes.
- b. Provide and coordinate any required meetings between the Design Team, CMA, and State stakeholders to provide any clarifications regarding the project.
- c. Provide appropriate meeting spaces for the Design Team, CMA, and State PM to review the project's progress, schedule, plans, specifications, and cost estimates.
- d. All comments and recommendations presented by the applicable State stakeholders shall be addressed by the Design Team, and reviewed by the State's PM for completeness before written approval is given to advance to the Construction Document Phase.
- e. Based upon the 100% Design Development cost estimate produced by the Design Team, and reviewed and approved by the State stakeholders, the State will formally issue a construction budget for the Campus Consolidation Project that will be used by the Design Team to complete the Construction Document Phase of the Project.

**Phase IV - CONSTRUCTION DOCUMENTS - Completed Plans, Specifications and Estimate:****Phase IV – 30% Construction Document Submittal**

The State will:

- a. Review the development of the Architect's final plans, specifications, construction schedule and cost estimates for approval, and will provide comments or make documented requests for adjustments or changes.
- b. Provide and coordinate any required meetings between the Design Team, CMA, and the State's applicable stakeholders to provide clarifications as requested.
- c. Establish intermediate progress meetings with the Design Team to review all aspects of the design and to verify that quality control and assurance processes are being implemented and adhered to.
- d. Provide appropriate meeting spaces for the Design Team, CMA, and State PM to review the project's progress, schedule, preliminary plans, specifications, and cost estimates. The State PM will provide approval, comments or make documented requests for adjustments or changes. All requested modifications will be completed before advancing to the 60% Construction Document Submittal.

**Phase IV – 60% Construction Document Submittal**

The State will:

- a. Review the development of the Design Team's plans, specifications, construction schedule for approval, and shall provide comments or make documented requests for adjustments or changes.
- b. Provide and coordinate any required meetings between the Design Team, CMA, and the State applicable stakeholders to provide any clarifications requested.
- c. Establish intermediate progress meetings with the Design Team to review all aspects of the design and to verify that quality control and assurance processes are being implemented, and adhered to.

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- d. Provide appropriate meeting spaces for the Design Team, CMA, and the State PM to review the project's progress, schedule, preliminary plans, specifications. The State's PM will provide approval, comments or make documented request for adjustments or changes. All requested modifications will be completed before advancing to the 90% Construction Document Submittal.

**Phase IV – 90% Construction Document Submittal**

The State will:

- a. Review the development of the Design Team's plans, specifications, construction schedule and cost estimates for approval, and will provide comments or make documented requests for adjustments or changes.
- b. Provide and coordinate any required meetings between the Design Team, CMA, and the State stakeholders to provide clarifications.
- c. Establish intermediate progress meetings to review all aspects of the design and to verify that quality control and assurance processes are being implemented and adhered.
- d. Provide appropriate meeting spaces for the Design Team, CMA, and State PM to review the project's progress, schedule, plans, specifications, and cost estimates. The State's PM will provide approval, comments or make documented requests for adjustments or changes. All requested modifications will be completed before advancing to the 100% Construction Document Submittal.

**Phase IV – 100% Construction Document Submittal**

The State will:

- a. Review the development of the Design Teams plans, specifications, construction schedule and cost estimates for approval, and shall provide comments or make documented requests for adjustments or changes.
- b. Provide and coordinate any required meetings between the Design Team, CMA, and the State stakeholders to provide any clarification requested.
- c. Provide appropriate meeting spaces for the Design Team, CMA and State PM to review the project's progress, schedule, plans, specifications, and cost estimates. The State PM will provide approval, comments or make documented requests for adjustments or changes. All requested

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modifications will be completed before formal presentation of the Construction Document Phase to the State stakeholders.

- d. Provide an appropriate meeting space to coordinate a formal meeting between the Design Team, CMA, State PM, and all identified applicable State stakeholders for the presentation of the completed 100% Construction Documents of the Campus Consolidation plan for review and final approval by the State's applicable stakeholders.

All comments and recommendations presented by the State's applicable stakeholders will be addressed by the Design Team, and reviewed for completeness before the Construction documents will be submitted for the Bidding of the project.

Based upon the approved Construction Documents cost estimate produced by the Architect, and reviewed and approved by the State applicable stakeholders, The State will formally approve a construction budget for the Campus Consolidation Project that will be issued with the Bid Documents as the estimated cost of the Campus Consolidation Project.

#### **Phase V - CONTRACT EXECUTION - BIDDING:**

The State will:

- a. Advertise the project, receive and open the bids, and award or reject the contract. Final decision of award will rest with the State.
- b. Process all required documents for submission of the apparent successful bidder to the Texas Transportation Commission for approval.
- c. Submit successful bid to Texas Transportation Commission for approval.
- d. Secure signed contract from successful bidder, and submit to the State Executive Director for signature.
- e. Obtain and approve, from the successful bidder, all required bond and insurance documents.
- f. Provide Notice to Proceed to the selected Contractor.

Project Specific Arch. Services Contract wWA

PEOPLESOFT CONTRACT NO. 7913  
LEGACY CONTRACT NO. 38-7SDP8002

**Phase VI - CONSTRUCTION ADMINISTRATION - Project Observation and Inspection:**

The State will:

- a. Require that laboratory test be tested either by facilities owned and operated by the State or by commercial laboratories designated by the State.
- b. Determine the frequency of weekly and monthly project meetings between the Contractor, Architect, and the State PM.
- c. The State PM will provide periodic observations of the project both informally, and during regularly scheduled project meetings in conjunction with the Architect.
- d. Provide ongoing construction inspections of the project. The Architect and Contractor will be notified of any project deficiencies that require corrections.
- e. Provide a list of the stakeholders to participate in the project commissioning.
- f. Provide coordination for State furnished services required during the project construction.
- g. Approve the Contractors final Application for Payment, and all close out documentation for the Project.

**Phase VII – POST CONSTRUCTION SERVICES**

The State will:

Schedule and coordinate with the Contractor, State applicable stakeholders, and the Design Team's technically qualified personnel to inspect and identify any potential Warranty items that need to be addressed before the Warranty Period ends (one year from Substantial Completion).

## ATTACHMENT C

### SERVICES TO BE PROVIDED BY THE ARCHITECT

#### Project Overview

State has initiated a campus consolidation project (“**the Project**”) that will consolidate the following TxDOT division offices at a single campus to improve efficiency, communication, and collaboration between the various divisions.

1. Riverside Campus, 118, 150, 200 East Riverside Drive, Austin, TX 78704
2. Camp Hubbard Campus, 3500 - 4000 Jackson Avenue, Austin, TX 78731
3. Cedar Park Campus, 9500 N Lake Creek Parkway, Austin, Texas 78717
4. Centimeter Warehouse, 2000 Centimeter Circle, Austin, Texas 78758
5. Braker Warehouse, 2400 Braker Lane, Austin, Texas 78758

The site selected for the new campus is a 48.97 acre tract located in southeast Austin adjacent to Burleson Road on the North, and East Stassney Lane to the East. The site is heavily wooded with cedars and mesquite scrub trees, and has a swale running northwest to southeast through the site. Primary access to the site is anticipated to be from East Stassney Lane with a potential secondary access from Burleson Road. State desires that the campus utilize the natural site features to organize the design of the campus.

#### Construction Management Agency

Architect, hereinafter identified as the Construction Management Agency (“**CMA-Architect**”), shall perform the following services.

CMA-Architect shall work closely with State’s Project Manager (“**State PM**”) in leading a collaboration of stakeholders, architects, engineers, change management, contractors, and other interested parties forming “**the Project Team**” that will participate in the design and construction of the project through the various phases of the project.

CMA-Architect shall assist, as directed by and authorized by State PM, in the development and implementation of the project.

CMA-Architect shall designate a CMA Project Manager (“**CMA-PM**”), acceptable to the State, to coordinate all tasks, subcontractors, vendors, and any other service or personnel determined necessary by State PM for successful completion of the CMA-Architect services.

#### Project Team

State is assembling the Project Team by contracting with multiple entities to assist State throughout the Project. CMA-Architect shall communicate with State and other members of the Project Team as instructed by State and as required for progress of the project. It is anticipated that the Project Team will consist of State, CMA-Architect, and

an organizational change management consultant (“**OCM**”) to help facilitate the programming of the Project. CMA-Architect shall manage and coordinate the overall design and construction of the Project. State may add additional members to the Project Team.

## Design Phase

CMA-Architect shall provide the resources and expertise required to effectively assist State PM in the timely successful completion of Design Phase

CMA-Architect shall:

- a. Coordinate services, which will include, but are not limited to, the following:
  1. schedule and lead project meetings (both internal and external)
  2. perform select topic investigations
  3. develop a project master schedule and sub-schedules
  4. track the progress of project deliverables for schedule compliance
  5. review and evaluate project deliverables against the project scope
  6. Review preliminary and detail cost estimates provided by the Architect
  7. develop project implementation scenarios to align with available funding and project time constraints
  8. lead the coordination with agencies having jurisdiction over any element of the project
  9. coordinate utility service provider meetings
  10. continuously update the State PM on the progress of the work and the status of any project issue which may arise
- b. Maintain web-based project files in accordance with State's File Management System (“**FMS**”) from the pre-construction phase through project close out. Grant access to project participants to select elements of FMS as directed by the State's PM. CMA Architect shall maintain the Project files using the State's Project Management Software System.
- c. Develop, in collaboration with appropriate Project Team members, a project master schedule and sub-schedules, as required, for development and implementation of the project based on the approach or approaches developed during the pre-construction / programming phase for implementing the project. Continue to update the schedule on a monthly basis as the project development / implementation plan develops.
- d. Provide a monthly update report for compliance with the master schedule and any sub schedules highlighting any deviations from the schedule with recommendations for potential actions that can be implemented to bring the project back on schedule, if required, and associated cost or other impacts to the project due to schedule deviations.

- e. Provide an evaluation of the implementation approach or approaches for the project listing the pros and cons of the implications associated with each scenario including, but not limited to, direct and indirect cost, cash flow requirements, schedule adherence, material and contractor availability, jurisdictional coordination issues, and any other factor that might impact the implementation approach and make a recommendation to State PM for a preferred implementation approach that will meet State's goals.
- f. Conduct a general overview of the progress of the Architect, Engineer, and their subcontractors ("**the design professionals**") work product monthly for general conformance with the approved plan and deliverable schedule. CMA-Architect shall submit a monthly progress report documenting the progress of the Project to State PM.
- g. Perform, as requested by State PM, value engineering reviews at any stage of the design and make recommendations for cost saving or schedule acceleration alternative approaches, as appropriate. Submit to State PM cost estimates, projected schedule impacts, or any other appropriate documentation supporting any recommendations.
- h. Review the work product of the design professionals against available site and historic information and make recommendations to State PM for additional site investigation work and identify previously unknown potential regulatory requirement issues or previously unknown potential subsurface conditions.
- i. Review all invoices to verify that percentage complete of the design documents corresponds to the level of completeness being invoiced for before submitting to the State PM for approval and payment.
- j. Provide detailed review of the construction documents at each stage of development at the approximate 30, 60, and 90 percent completion level deliveries for compliance with the project scope, schedule and inclusion of adequate plan details that could result in more refined bids for the work. Additionally, review the construction documents at 100 percent completion before the Project goes out to bid. CMA-Architect shall review and comment on the probable cost estimate provided by the design professionals at each stage.
- k. Facilitate meetings with State PM, the design professionals, the State's information technology vendor, and any other interested parties, as appropriate to the stage of the project development to develop and coordinate an implementation plan and schedule for the project information technology infrastructure, equipment, and systems.
- l. Facilitate meetings with State PM, Project Team, State's information technology vendor, and potential communication utility providers to establish available services for the project site and preliminary schedules.
- m. Review final construction plans and specifications for completeness. Verify all required corrections are made before the documents are forwarded to State PM for incorporation into the letting documents.

**CONTRACT(S) BIDDING, AWARD AND EXECUTION PHASE**

The CMA-Architect shall:

- a. Assist the State PM in preparing a pre-bid conference agenda, attend the pre-bid conference for each construction contract, take conference notes, and distribute to State PM, State Letting Official, and the design professionals within the 24 hours following the pre-bid conference.
- b. Receive all inquiries during the bid letting process for each construction contract. Evaluate and distribute all documentation received to the State PM and appropriate State Letting Official or the design professionals within the 12 hours following receipt for appropriate action. Notify any party making a verbal inquiry that all inquiries must be communicated in writing to CMA-Architect.
- c. Coordinate the preparation of and delivery to the State Letting Official any addendum material resulting from the pre-bid conference and subsequent inquiries within the time frames required by the State contract letting process.
- d. Coordinate Request for Information, addendums and other bid related activities with the State's process for advertising, bidding, and awarding building construction contracts (highway improvement contracts) , associated time frames for the process, and State's Uniform General Conditions for building construction contracts

**CONSTRUCTION PHASE / WARRANTY PERIOD**

The CMA-Architect shall:

- a. Maintain an on-site qualified construction manager ("**CM**") familiar with construction practices in the Austin, Texas market supplemented by clerical staff as required by the stage of construction.
- b. Be the central point of contact for all communications between the construction contractor or construction contractors ("**Contractor**") and State and its other contractors, unless specifically instructed otherwise by State PM in writing.
- c. Facilitate and conduct weekly on-site construction meetings with all Contractor superintendents, project managers, State PM and its appropriate representatives, appropriate members of the Project team, and any other required participant. Meeting topics must cover, but are not limited to, work progress, project schedule compliance, identified design or implementation issues, separate contract work interface coordination or issues, and regulatory or contractual compliance issue. Maintain meeting minutes and distribute to all attendees and others as designated by the State PM.
- d. Facilitate Contractor coordination meetings with utility providers for work that will be performed off State property. Maintain notes of all coordination meetings and, provide copies of meeting notes and other documents to the State PM.

- e. Manage, organize, and make accessible to the appropriate parties for information or processing: construction submittals, shop drawings, request for information, architect's supplemental instructions, request for proposals, change orders, meeting minutes, drawing revisions and updates, and any other project documents required to expedite the construction administration process. Ensure the submittal and processing of construction phase documents are in compliance with the procedural requirements of the contract.
- f. Evaluate and provide recommendations to State PM for all Contractors proposed revision to a construction element, process, or sequence intended to accelerate the construction delivery schedule or result in a project cost reduction.
- g. Facilitate Contractor coordination meetings for utilities, communications, control systems, software systems, security systems and any other system or project element that must work seamlessly between facilities constructed under separate construction contracts
- h. Facilitate and lead in Contractor dispute resolution meetings between Contractor and the State PM. Maintain meeting notes of all dispute resolution meetings, and distribute copies to State PM.
- i. When requested, provide claims resolution support to State during the claims process if a dispute is escalated as contract claim under Tex. Transp. Code §201.112 and 43 Tex. Admin. Code §9.2.
- j. Provide monthly status reports of work for critical elements of the Project at the substantial completion point prior to final completion of any facility. Provide reports daily beginning the month before the scheduled substantial completion date. Critical elements include, but are not limited to: the central computer room (HUB Room), central plant, main electrical distribution center, central security system HUB room, communications service provider demark point and associated Contractor-provided facilities.
- k. Facilitate pre-installation meetings as required by the construction contract documents. Ensure all required State and Project team members are notified of the meetings in a timely manner. Maintain meeting minutes and distribute to all attendees and others as requested by State PM.
- l. Facilitate meetings with any authority or authorities having jurisdiction over the Project or components of the Project as required for the progress of the Project or to achieve approval of any regulated component of the Project.
- m. Verify all required permits and any other required authorizations are in place for work that will be performed off State property prior to the work proceeding.
- n. Verify, bi-weekly, that Contractor is maintaining a current set of as-built plans on site and take appropriate action to correct any deficiency in accordance with the construction contract documents.
- o. Maintain a current submittal log for the project to ensure the Contractor is in compliance with the requirements of the construction documents, and log and monitor the processing of submittals by the Project Team.

- p. Obtain and maintain a file of original sealed documents for any Contractor final approved submittal that requires the seal of a Texas registered professional engineer, Texas registered architect, or Texas Licensed Interior Designer.
- q. In conjunction with State PM, review and process Contractor's monthly invoices in accordance with State's payment processing procedures.
- r. Monitor the site's perimeter security fence and notify Contractor and State PM of any corrective actions required.
- s. Review Contractor's schedule of values submittal and make recommendations to State PM for corrective action for submittals that lack adequate detailed cost information breakdown, appear unbalanced, or contain other identified deficiency requiring correction before acceptance of the schedule of values for the construction project.
- t. Collect and maintain in a document management system specified by the State PM of the Contractors daily work progress reports on a weekly basis. Maintain on a document management system specified by State PM a daily project diary of work issues, incidents, and other project relevant items.
- u. In conjunction with State PM, process construction change orders in accordance with State procedures. Provide an independent cost estimate, when appropriate, for each item of identified additional or deleted work. Evaluate change request proposed by Contractor and make a recommendation to State PM for acceptance in part or whole or denial for lack of adequate information or the proposed work being included in the requirements of the construction contract documents. Maintain a log of all change orders approved for each construction contract.
- v. Maintain a photo record of the daily work progress and post daily to a document management system specified by State PM. The record may be a combination of video and photos.
- w. Coordinate inspection of the work at periodic stages of completion with the appropriate Project team members, and State PM.
- x. Ensure all testing and inspections required to be performed by Contractor engaged inspection / testing services are performed. Maintain a log of all inspection and testing reports and post to a document management system specified by State PM for review by the Engineer or Architect of record and for permanent retention.
- y. Prepare a monthly project progress report that includes an executive summary and submit to State PM for review and comment before posting to the document management system.
- z. Provide commissioning services for, but not limited to, the following: electrical systems, HVAC systems, building envelopes, and security systems.

- aa. Facilitate meetings with State PM, Project Team, State's information technology vendor, Contractor and any other interested parties to coordinate the implementation plan and schedule for the project information technology infrastructure, equipment, systems, and communications utility provider services.
- bb. Coordinate the installation and utility connections of any State furnished furniture, fixtures, and equipment with Contractor.
- cc. Coordinate the acceptance testing of fire detection, alarm, and suppression systems by authorities having jurisdiction and appropriate State personnel and Project Team members.
- dd. Coordinate and participate in the substantial completion acceptance and final acceptance inspections for portions of the work, as appropriate, and the final project.
- ee. Coordinate required training of State employees for various building systems and ensure all training is completed as required by the construction contract documents.
- ff. Coordinate the submittal of project manuals for the construction contract and maintain a central library of project manuals for the entire project. Deliver to the State PM at the completion of the Project.

## **POST CONSTRUCTION PHASE**

The CMA-Architect shall:

- a. Coordinate with all required parties a review and correction inspection of the Project prior to the expiration of the one and two-year construction contract general warranty periods.
- b. Provide assistance to State PM for warranty issues associated with covered items

Project Specific Arch. Services Contract **wWA**PeopleSoft Contract No.7913  
Legacy Contract No. 38-7SDP8002**ATTACHMENT D****D-1****WORK AUTHORIZATION NO. \_\_\_\_\_****PROJECT SPECIFIC CONTRACT FOR ARCHITECTURAL SERVICES**

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Article 5 of Architectural Contract No. \_\_\_\_\_ (the Contract) entered into by and between the State of Texas, acting by and through the Texas Department of Transportation (the State), and \_\_\_\_\_ (the Architect).

**PART I.** The Architect will perform architectural services generally described as \_\_\_\_\_ in accordance with the project description attached hereto and made a part of this Work Authorization. The responsibilities of the State and the Architect as well as the work schedule are further detailed in exhibits A, B and C which are attached hereto and made a part of the Work Authorization.

**PART II.** The maximum amount payable under this Work Authorization is \$\_\_\_\_\_ and the method of payment is \_\_\_\_\_ as set forth in Attachment E of the Contract. This amount is based upon fees set forth in Attachment E, Fee Schedule, of the Contract and the Architect's estimated Work Authorization costs included in Exhibit D, Fee Schedule, which is attached and made a part of this Work Authorization.

**PART III.** Payment to the Architect for the services established under this Work Authorization shall be made in accordance with Articles 3 thru 5 of the contract, and Attachment A, Article 1.

**PART IV.** This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on \_\_\_\_\_, unless extended by a supplemental Work Authorization as provided in Attachment A, Article 1.

**PART V.** This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

**IN WITNESS WHEREOF**, this Work Authorization is executed and hereby accepted and acknowledged below.

**THE ARCHITECT****THE STATE OF TEXAS**\_\_\_\_\_  
(Signature)\_\_\_\_\_  
(Signature)\_\_\_\_\_  
(Printed Name)\_\_\_\_\_  
(Printed Name)\_\_\_\_\_  
(Title)\_\_\_\_\_  
(Title)\_\_\_\_\_  
(Date)\_\_\_\_\_  
(Date)**LIST OF EXHIBITS**

Exhibit A	Services to be provided by the State
Exhibit B	Services to be provided by the Architect
Exhibit C	Work Schedule
Exhibit D	Fee Schedule/Budget
Attachment H-2	DBE/HUB subprovider Form

**ATTACHMENT D**  
**D-2**  
**SUPPLEMENTAL WORK AUTHORIZATION NO. \_\_\_\_**  
**TO WORK AUTHORIZATION NO. \_\_\_\_**  
**PROJECT SPECIFIC CONTRACT FOR ARCHITECTURAL SERVICES**

**THIS SUPPLEMENTAL WORK AUTHORIZATION** is made pursuant to the terms and conditions of Article 5 Contract No. \_\_\_\_\_ hereinafter identified as the “Contract,” entered into by and between the State of Texas, acting by and through the Texas Department of Transportation (the State), and \_\_\_\_\_ (the Architect).

The following terms and conditions of Work Authorization No. \_\_\_\_ are hereby amended as follows:

This Supplemental Work Authorization shall become effective on the date of final execution of the parties hereto. All other terms and conditions of Work Authorization No. \_\_\_\_ not hereby amended are to remain in full force and effect.

**IN WITNESS WHEREOF**, this Supplemental Work Authorization is executed and hereby accepted and acknowledged below.

**THE ARCHITECT:**

Signature	Date
Typed/Printed Name and Title	

**THE STATE OF TEXAS**

Signature	Date
Director, Maintenance Division	

## ATTACHMENT E

### FEE SCHEDULE

#### (Final Cost Proposal)

This attachment provides the basis of payment and fee schedule. **The basis of payment for this contract is indicated by an “X” in the applicable box.** The basis shall be supported by the Final Cost Proposal (FCP) shown below. If more than one basis of payment is used, each one must be supported by a separate FCP.

“X”	Basis	
<u>  X  </u>	Lump Sum	The lump sum shall be equal to the maximum amount payable. The lump sum includes all direct and indirect costs and profit. The Architect shall be paid pro rata based on the percentage of work completed. For payment the Architect is not required to provide evidence of actual hours worked, travel, overhead rates or other evidence of cost, but must submit billing information in a form acceptable to the State as required by Article 4 A & B including classifying work, partial or completed, according to the Table of Deliverables.
<u>  X  </u>	Unit Cost	The unit cost(s) for each type of unit and number of units are shown in the FCP. The unit cost includes all direct and indirect costs and profit. The Architect shall be paid based on the type and number of units fully completed and the respective unit cost. For payment, the Architect is not required to provide evidence of actual hours worked, travel, overhead rates or any other cost data. The FCP may include special items, such as equipment which are not included in the unit costs. Documentation of these special costs may be required. The maximum amount payable equals the total of all units times their respective unit cost plus any special direct items shown.
<u>  X  </u>	Specified Rate Basis	The specified rates for each type of labor are shown in the FCP below. The FCP may include special items, such as equipment which are not included in the specified rates. Payment shall be based on the actual hours worked multiplied by the specified rate for each type of labor plus other agreed to special direct cost items. The specified rate includes direct labor and indirect cost and profit. The State may request documentation of reimbursable direct costs including hours worked. Documentation of special item costs may be required. The specified rate is not subject to audit.
<u>      </u>	Cost Plus Fixed Fee	<p>Payment shall be based on direct and indirect costs incurred <u>plus</u> a pro rata share of the fixed fee based on the ratio of <u>labor and overhead cost incurred to total estimated labor and overhead cost in the FCP</u> or the percentage of work completed. The invoice must itemize labor rates, hours worked, other direct costs and indirect costs. The Architect may be required to provide documentation of hours worked and any eligible direct costs claimed. The provisional overhead rate charged is subject to audit and adjustment to actual rates incurred. The FCP below shows the hourly rates for labor, other direct expenses including but not limited to travel and allowable materials, provisional overhead rate and the fixed fee.</p> <p style="padding-left: 40px;">___A. Actual Cost Plus Fixed Fee – Actual wages are paid (no minimum, no maximum.)</p> <p style="padding-left: 40px;">___B. Range of Cost Plus Fixed Fee – Actual wages <u>must</u> be within the allowable range shown on the Final Cost Proposal.</p>

## **ATTACHMENT E – FEE SCHEDULE**

Final Cost Proposal (FCP) Supporting Basis of Payment

The **MAXIMUM AMOUNT PAYABLE** is **\$8,243,992.86**

The maximum amount payable is based on the following data and calculations:

ATTACHMENT E- FEE SCHEDULE			
SPECIFIED RATE AND LUMP SUM (LS) PAYMENT BASIS			
LS payments are based upon the Table of Deliverables (TOD) as identified in the Work Authorization (WA)			
PRIME PROVIDER NAME:		Freese and Nichols, Inc.	
DIRECT LABOR			
LABOR/STAFF CLASSIFICATION	YEARS OF EXPERIENCE	HOURLY BASE RATE	HOURLY CONTRACT RATE
OFFICE PERSONNEL:			
Senior Project Manager	20+	\$90.00	\$283.82
Senior Scheduler	15+	\$50.73	\$159.99
Admin/Clerical		\$25.00	\$78.84
Site Dvelopment Design Manager	10 to 15	\$54.00	\$170.29
Facilities Design Manager	10 to 15	\$48.77	\$153.80
Central Plant Design Manager	10 to 15	\$62.00	\$195.52
Fire Protection Technical Plan Reviewer	20+	\$63.00	\$198.68
Fire Alarm Technical Plan Reviewer	20+	\$60.53	\$190.89
Electrical Technical Plan Review	10 to 15	\$66.08	\$208.39
Structural Technical Plan Review	10 to 15	\$60.00	\$189.22
Landscape Architect Technical Plan Review	10 to 15	\$43.00	\$135.60
Business Analyst	5 to 10	\$42.50	\$134.03
IT/Security Technical Plan Review	20+	\$65.00	\$204.98
CADD/GIS Support	10 to 15	\$40.00	\$126.14
FIELD PERSONNEL:			
Senior Construction Manager	15+	\$60.00	\$157.49
Construction Manager III	10 to 15	\$48.00	\$125.99
Construction Manager II	5 to 10	\$42.00	\$110.24
Construction Manager I	1 to 5	\$36.00	\$94.49
Records Keeper		\$28.00	\$73.50
Senior Project Manager	20+	\$90.00	\$236.23
Assistant Project Manager	10 to 15	\$68.00	\$178.49
INDIRECT COST RATE (OFFICE):	181.57%		
INDIRECT COST RATE (FIELD):	134.36%		
PROFIT RATE:	12.0%		
Contract rates include labor, overhead, and profit.			
All rates are negotiated rates and are not subject to change or adjustment.			
Specified Rate Payment Basis - Contract rates to be billed. Documentation of hours must be maintained and is subject to audit.			
Lump Sum Payment Basis - Invoice by deliverable, according to the TOD. A copy of the TOD shall be included with each Invoice Package and is payable by each deliverable and line item as identified in the TOD. Partial payments of line item are not allowed. Documentation of hours worked is not required.			
Note: Any direct labor, unit cost, or other direct expense classification included in the contract, but not in a work authorization, is not eligible for payment under that work authorization.			

ATTACHMENT E- FEE SCHEDULE			
SPECIFIED RATE AND LUMP SUM (LS) PAYMENT BASIS			
LS payments are based upon the Table of Deliverables (TOD) as identified in the Work Authorization (WA)			
SUBPROVIDER NAME:		ECM International, Inc.	
DIRECT LABOR			
LABOR/STAFF CLASSIFICATION	YEARS OF EXPERIENCE	HOURLY BASE RATE	HOURLY CONTRACT RATE
OFFICE PERSONNEL:			
Task Leader	10 to 20	\$70.00	\$188.04
Quality Manager	10 to 20	\$66.00	\$177.30
Senior Technical Advisor	10 to 20	\$65.00	\$174.61
Admin/Clerical		\$25.00	\$67.16
Scheduler III	5 to 10	\$48.00	\$128.94
Project Engineer	5 to 10	\$46.00	\$123.57
FIELD PERSONNEL:			
Senior Construction Inspector	15+	\$60.00	\$137.84
Construction Inspector III	10 to 15	\$48.00	\$110.27
Construction Inspector II	5 to 10	\$42.00	\$96.48
Construction Inspector I	1 to 5	\$36.00	\$82.70
Records Keeper		\$28.00	\$64.32
Engineer-In-Training	1 to 5	\$34.00	\$78.11
Field Engineer	5 to 10	\$50.00	\$114.86
Task Leader	10 to 20	\$70.00	\$160.81
INDIRECT COST RATE (OFFICE):	142.01%		
INDIRECT COST RATE (FIELD):	106.96%		
PROFIT RATE:	11.0%		
Contract rates include labor, overhead, and profit.			
All rates are negotiated rates and are not subject to change or adjustment.			
Specified Rate Payment Basis - Contract rates to be billed. Documentation of hours must be maintained and is subject to audit.			
Lump Sum Payment Basis - Invoice by deliverable, according to the TOD. A copy of the TOD shall be included with each Invoice Package and is payable by each deliverable and line item as identified in the TOD. Partial payments of line item are not allowed. Documentation of hours worked is not required.			
Note: Any direct labor, unit cost, or other direct expense classification included in the contract, but not in a work authorization, is not eligible for payment under that work authorization.			

ATTACHMENT E- FEE SCHEDULE			
SPECIFIED RATE AND LUMP SUM (LS) PAYMENT BASIS			
LS payments are based upon the Table of Deliverables (TOD) as identified in the Work Authorization (WA)			
SUBPROVIDER NAME:		Engineering Economics, Inc.	
DIRECT LABOR			
LABOR/STAFF CLASSIFICATION	YEARS OF EXPERIENCE	HOURLY BASE RATE	HOURLY CONTRACT RATE
Task Leader	20+	\$61.37	\$189.27
Associate	20+	\$51.97	\$160.28
Senior Project Manager (Facility Commissioning)	20+	\$54.99	\$169.60
Project Manager (Facility Commissioning)	10 to 15+	\$46.16	\$142.36
Assistant Project Manager (Facility Commissioning)	10 to 15+	\$43.87	\$135.30
Senior Technician	20+	\$44.59	\$137.53
Senior Project Engineer (Facility Commissioning)	20+	\$43.28	\$133.47
Project Engineer (Facility Commissioning)	10 to 15+	\$37.18	\$114.68
Production Specialist	20+	\$35.13	\$108.33
Technician	20+	\$34.33	\$105.88
Admin/Clerical		\$21.69	\$66.88
INDIRECT COST RATE (OFFICE):	180.36%		
INDIRECT COST RATE (FIELD):	133.46%		
PROFIT RATE:	10.0%		
Contract rates include labor, overhead, and profit.			
All rates are negotiated rates and are not subject to change or adjustment.			
Specified Rate Payment Basis - Contract rates to be billed. Documentation of hours must be maintained and is subject to audit.			
Lump Sum Payment Basis - Invoice by deliverable, according to the TOD. A copy of the TOD shall be included with each Invoice Package and is payable by each deliverable and line item as identified in the TOD. Partial payments of line item are not allowed. Documentation of hours worked is not required.			
Note: Any direct labor, unit cost, or other direct expense classification included in the contract, but not in a work authorization, is not eligible for payment under that work authorization.			

ATTACHMENT E - FEE SCHEDULE			
SPECIFIED RATE AND LUMP SUM (LS) PAYMENT BASIS			
LS payments are based upon the Table of Deliverables (TOD) as identified in the Work Authorization (WA)			
SUBPROVIDER NAME:		Huffman Communications Sales, Incorporated	
DIRECT LABOR			
LABOR/STAFF CLASSIFICATION	YEARS OF EXPERIENCE		HOURLY CONTRACT RATE
Task Leader	10 to 20		\$150.00
Quality Manager	10 to 20		\$145.00
Senior Technical Advisor	10 to 20		\$165.00
Senior Construction Inspector	15+		\$155.00
Construction Inspector III	10 to 15		\$140.00
Construction Inspector II	5 to 10		\$130.00
Construction Inspector I	1 to 5		\$120.00
Records Keeper			\$65.00
Admin/Clerical			\$65.00
Contract rates include labor, overhead, and profit.			
All rates are negotiated rates and are not subject to change or adjustment.			
<b>Specified Rate Payment Basis</b> - Contract rates to be billed. Documentation of hours must be maintained and is subject to audit.			
<b>Lump Sum Payment Basis</b> - Invoice by deliverable, according to the TOD. A copy of the TOD shall be included with each Invoice Package and is payable by each deliverable and line item as identified in the TOD. Partial payments of line item are not allowed. Documentation of hours worked is not required.			
<b>Note:</b> Any direct labor, unit cost, or other direct expense classification included in the contract, but not in a work authorization, is not eligible for payment under that work authorization.			

ATTACHMENT E - FEE SCHEDULE			
SPECIFIED RATE AND LUMP SUM (LS) PAYMENT BASIS			
LS payments are based upon the Table of Deliverables (TOD) as identified in the Work Authorization (WA)			
SUBPROVIDER NAME:		Sunland Group, Inc.	
DIRECT LABOR			
LABOR/STAFF CLASSIFICATION	YEARS OF EXPERIENCE		HOURLY CONTRACT RATE
Task Leader	10 to 20		\$180.00
Quality Manager	10 to 20		\$164.00
Cost Estimator	5 to 10		\$114.81
Contract rates include labor, overhead, and profit.			
All rates are negotiated rates and are not subject to change or adjustment.			
<b>Specified Rate Payment Basis</b> - Contract rates to be billed. Documentation of hours must be maintained and is subject to audit.			
<b>Lump Sum Payment Basis</b> - Invoice by deliverable, according to the TOD. A copy of the TOD shall be included with each Invoice Package and is payable by each deliverable and line item as identified in the TOD. Partial payments of line item are not allowed. Documentation of hours worked is not required.			
<b>Note:</b> Any direct labor, unit cost, or other direct expense classification included in the contract, but not in a work authorization, is not eligible for payment under that work authorization.			

<b>ATTACHMENT E- FEE SCHEDULE</b>			
<b>OTHER DIRECT EXPENSES</b>			
<b>RATES SHOWN APPLY TO PRIME PROVIDER AND ALL SUBPROVIDERS</b>			
<b>SERVICES TO BE PROVIDED</b>	<b>UNIT</b>	<b>FIXED COST</b>	<b>MAXIMUM COST</b>
Lodging/Hotel (Taxes and fees not included)	day/person		Current State Rate
Lodging/Hotel Taxes/fees	day/person		\$25.00
Meals (Overnight Stay Required)	day/person		Current State Rate
Mileage	mile	Current State Rate	
Rental Car (Includes taxes and fees; Insurance costs will not be reimbursed)	day		\$70.00
SUV or ATV Rental (Includes taxes and fees; Insurance costs will not be reimbursed)	day		\$100.00
Rental Car Fuel	per gallon		\$4.00
Air Travel - In State - Short Notice (Coach)	Rd Trip/person		\$650.00
Air Travel - In State - 2+ Wks Notice (Coach)	Rd Trip/person		\$500.00
Air Travel - Out of State - Short Notice (Coach)	Rd Trip/person		\$700.00
Air Travel - Out of State - 2+ Wks Notice (Coach)	Rd Trip/person		\$600.00
Parking	day		\$25.00
Toll Charges	each		\$15.00
Taxi/Cab fare	each/person		\$35.00
Other Modes of Transportation	each/person		\$30.00
Standard Postage	letter	Current Postal Rate	
Overnight Mail- letter size	each	\$18.00	
Overnight Mail - oversized box	each	\$28.00	
Courier Services	each	\$40.00	
Photocopies B/W (8 1/2" X 11")	each	\$0.10	
Photocopies B/W (11" X 17")	each	\$0.12	
Photocopies Color (8 1/2" X 11")	each	\$0.30	
Photocopies Color (11" X 17")	each	\$0.30	
Digital Ortho Plotting	square foot	\$2.00	
Plots (B/W on Bond)	square foot	\$0.50	
Plots (Color on Bond)	square foot	\$1.00	
Report Binding	each		\$5.00
Notebooks	each		\$10.00
Reproduction of CD/DVD	each	\$3.00	
CDs	each	\$1.00	
Aerial Photographs (1" = 500' scale)	each		\$25.00
Plots (Color on Photographic Paper)	per sq. ft.	\$2.25	
Color Graphics on Foam Board	square foot	\$10.00	
Presentation Boards 30" X 40" Color Mounted	each	\$5.00	
4" X 6" Digital Color Print	picture	\$0.25	
USB Flash Drive	each		\$30.00
Plots (B/W on Mylar, 4 mil)	square foot		\$1.25

ATTACHMENT E- FEE SCHEDULE			
OTHER DIRECT EXPENSES			
RATES SHOWN APPLY TO PRIME PROVIDER AND ALL SUBPROVIDERS			
SERVICES TO BE PROVIDED	UNIT	FIXED COST	MAXIMUM COST
Banners / Signs	square foot		\$2.25
8" X 10" Digital Color Print	picture	\$0.50	
Safety Harness and lanyards	each		\$200.00
Construction Truck (Includes operation, and maintenance costs; Insurance costs will not be reimbursed, Inspectors)	month		\$1,650.00
<b>Profit not allowed on Other Direct Expenses.</b> <b>For Cost Plus Fixed Fee, Specified Rate, and Unit Cost</b> - Fixed cost items to be billed at the fixed cost rate. Documentation, such as a usage log, must be maintained for audit purposes, and may be required to be submitted as a basis for reimbursement. For items with a maximum cost, actual cost to be billed not to exceed the maximum shown. Expenses shown at a Current State Rate are billed at the rates that are in effect at the time that the expense is incurred. Itemized receipts must be maintained for audit purposes, and may be required to be submitted as a basis for reimbursement. <b>For Lump Sum</b> - Documentation is not required. Invoicing is paid according to the Table of Deliverables, and it includes labor, unit costs and other direct expenses.  <b>NOTE: For Cost Plus Fixed Fee, Specified Rate, and Unit Cost</b> - Miscellaneous other direct expenses up to \$150 per unit will be reimbursed at cost if approved and documented in advance by the State's Project Manager. Miscellaneous other direct expenses greater than \$150 per unit will not be reimbursed unless a supplemental agreement to the contract and work authorization (if WAs are used) has been executed in advance, authorizing the miscellaneous other direct expenses. No more than \$5,000 in miscellaneous other direct expenses may be approved by the State's Project Manager over the life of this contract including prime provider and subproviders. <b>For Lump Sum</b> - This statement does not apply.			

SUMMARY

Phase	Freese and Nichols, Inc.		ECM International, Inc.		Engineering Economics, Inc.		Huffman Communications Sales, Incorporated		Sunland Group, Inc.		Totals	
	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
Programming	100	\$ 27,066.76	-	\$ -	-	\$ -	-	\$ -	50	\$ 7,376.20	150	\$ 34,442.96
Schematic Design	1,360	\$ 292,699.32	-	\$ -	-	\$ -	4	\$ 600.00	300	\$ 42,633.40	1,664	\$ 335,932.72
Design Development	1,673	\$ 380,939.12	-	\$ -	111	\$ 16,902.46	28	\$ 3,420.00	480	\$ 69,498.20	2,292	\$ 470,759.78
Construction Documents	3,494	\$ 716,885.54	40	\$ 7,521.60	729	\$ 128,079.07	44	\$ 7,140.00	350	\$ 49,185.80	4,657	\$ 908,812.01
Procurement	88	\$ 20,522.96	20	\$ 3,760.80	68	\$ 11,086.88	6	\$ 990.00	-	\$ -	182	\$ 36,360.64
Construction	7,714	\$ 1,395,728.02	23,839	\$ 2,803,968.91	2,272	\$ 333,104.83	396	\$ 49,800.00	440	\$ 57,403.00	34,661	\$ 4,640,004.76
Closeout/Warranty Review	992	\$ 231,119.56	1,648	\$ 203,263.04	5,661	\$ 695,786.39	288	\$ 34,920.00	-	\$ -	8,589	\$ 1,165,088.99
Subtotals:	15,421	\$3,064,961.28	25,547	\$3,018,514.35	8,841	\$1,184,959.63	766	\$96,870.00	1,620	\$226,096.60	52,195	\$ 7,591,401.86
											ODE =	\$ 652,521.00
											Total =	\$ 8,243,922.86

	FREESE AND NICHOLS, INC.			SUNLAND GROUP, INC.			
	\$ 283.82	\$ 159.99	\$ 78.84	\$ 180.00	\$ 164.00	\$ 114.81	
	OFFICE			Office			
BASIS SERVICES Task Descriptions	Senior Project Manager	Senior Scheduler	Admin/Clerical	Task Leader	Quality Manager	Cost Estimator	Total Cost
Programming							
Programming Meetings							
Recurring Programming Team meetings	16						\$ 4,541.12
TxDOT Topical meetings	12						\$ 3,405.84
Organizational Change Manager specific meetings	8						\$ 2,270.56
TxDOT Executive Committee							
Meetings	4						\$ 1,135.28
Presentations	0						
Prepare/review meeting minutes and distribute	4		4				\$ 1,450.64
Review Code and existing Design Criteria	2						\$ 567.64
Review existing data, reports and maps collected by A/E, including:							
Major utility plans and documents	2						\$ 567.64
Drainage and flood plan information and studies	2						\$ 567.64
Traffic studies and models	2						\$ 567.64
Site terrain and adjacent land uses	2						\$ 567.64
Manage preparation of facility programming data							
Provide coordination between various TxDOT Departments and A/E	0						
Review programming data prepared by A/E, Including:							
Determine Traffic Model Constraints	0						
Preliminary environmental constraints	0						
A/E Facility Programming Recommendation Report	12						\$ 3,405.84
Coordinate production and review of adjacency table/diagrams	2						\$ 567.64
Coordinate facility Tech requirements proposal	2						\$ 567.64
Develop OPR and BOD for Sustainability	4						\$ 1,135.28
Coordinate review and TxDOT approval of Final Program Requirements document	8						\$ 2,270.56
Develop Project Master Schedule	2	4					\$ 1,207.60
Develop Preliminary Cost Estimate	8			10	20	20	\$ 9,646.76
Subtotal Hours:	92	4	4	10	20	20	150
Subtotal Labor Cost:	\$ 26,111.44	\$ 639.96	\$ 315.36	\$ 1,800.00	\$ 3,280.00	\$ 2,296.20	\$ 34,442.96

	FREESE AND NICHOLS, INC.							HUFFMAN COMMUNICATIONS SALES, INCORPORATED	SUNLAND GROUP, INC.			
	\$ 283.82	\$ 170.29	\$ 153.80	\$ 195.52	\$ 159.99	\$ 78.84	\$ 134.03	\$ 150.00	\$ 180.00	\$ 164.00	\$ 114.81	
	OFFICE							Office	Office			
BASIS SERVICES Task Descriptions	Senior Project Manager	Site Development Design Manager	Facilities Design Manager	Central Plant Design Manager	Senior Scheduler	Admin/Clerical	Business Analyst	Task Leader	Task Leader	Quality Manager	Cost Estimator	Total Cost
Schematic Design												
Schematic Design Kick-off Meeting	8	8	16	8		4						\$ 7,973.20
Progress Meetings (Approx. 10)	80	48	80	48		48						\$ 56,352.80
Initial Stacking and Massing Charettes												
Office Building	24		24									\$ 10,502.88
Parking Garage(s)	12	12										\$ 5,449.32
Materials/Radio Laboratories	36		48									\$ 17,599.92
Print Shop & Receiving Warehouses	32		32									\$ 14,003.84
Central Plant	24			24								\$ 11,504.16
Site Organization	32											\$ 9,082.24
Office Building			6									\$ 922.80
Parking Garage(s)		6										\$ 1,021.74
Materials/Radio Laboratories			6									\$ 922.80
Print Shop & Receiving Warehouses			6									\$ 922.80
Central Plant				6								\$ 1,173.12
Site Structures (surface parking, vehicle/pedestrian circ., stormwater mgmt.)		6										\$ 1,021.74
Radio Tower												
TxDOT Approval of Concepts												
Review Final Plans and Massing	32	4	16	8								\$ 13,788.36
Review Final Site Plan	16	8										\$ 5,903.44
Review preliminary Sustainability Plan with OPR and BOD	8	4	4	4								\$ 4,349.00
Develop SD Presentation	6	4	4	4								\$ 3,781.36
SD Cost Estimate	4								20	140	140	\$ 43,768.68
SD Presentation to TxDOT	6	8	8	8								\$ 5,859.80
SD Technical Plan Review and Comments to Architect												
Office Building	12		16									\$ 5,866.64
Parking Garage(s)	6	8										\$ 3,065.24
Materials/Radio Laboratories	12		16									\$ 5,866.64
Print Shop & Warehouse	12		16									\$ 5,866.64
Central Plant	8			16								\$ 5,398.88
Site Structures (surface parking, vehicle/pedestrian circ., stormwater mgmt.)	12	12										\$ 5,449.32
Radio Tower	4							4				\$ 1,735.28
Constructibility Review												
Value Engineering Opportunities	16											\$ 4,541.12
Development of Risk Management Plan	20											\$ 5,676.40
Schedule	8				24							\$ 6,110.32
TxDOT Final SD Review and Approval	16											\$ 4,541.12
Monthly Schedule Update and Variance Report	6				12							\$ 3,622.80
Develop Implementation Scenarios based on projected State funding	12											\$ 3,405.84
Cost Impacts	8						8					\$ 3,342.80
Conceptual Cash Flow	8				8		8					\$ 4,622.72
Schedule Impact	8				8		8					\$ 4,622.72
Coordination with AHJ's (State FM, Austin FM, TAS)	20											\$ 5,676.40
Coordinate meetings with Utility Service providers	20											\$ 5,676.40
Misc. CMA Tasks	40											\$ 11,352.80
Document Control and Management	72					40						\$ 23,588.64
Subtotal Hours:	640	128	298	126	52	92	24	4	20	140	140	1,664
Subtotal Labor Cost:	\$ 181,644.80	\$ 21,797.12	\$ 45,832.40	\$ 24,635.52	\$ 8,319.48	\$ 7,253.28	\$ 3,216.72	\$ 600.00	\$ 3,600.00	\$ 22,960.00	\$ 16,073.40	\$ 335,932.72

	FREESE AND NICHOLS, INC.												ENGINEERING ECONOMICS, INC.				HUFFMAN COMMUNICATIONS SALES, INCORPORATED		SUNLAND GROUP, INC.			
	\$ 283.82	\$ 170.29	\$ 153.80	\$ 195.52	\$ 159.99	\$ 78.84	\$ 198.68	\$ 190.89	\$ 208.39	\$ 189.22	\$ 135.60	\$ 204.98	\$ 189.27	\$ 169.60	\$ 133.47	\$ 66.88	\$ 165.00	\$ 65.00	\$ 180.00	\$ 164.00	\$ 114.81	
	OFFICE												OFFICE				Office		Office			
BASIS SERVICES Task Descriptions	Senior Project Manager	Site Dvelopment Design Manager	Facilities Design Manager	Central Plant Design Manager	Senior Scheduler	Admin/Clerical	Fire Protection Technical Plan Reviewer	Fire Alarm Tehnical Plan Reviewer	Electrical Technical Plan Review	Structural Technical Plan Review	Landscape Architect Technical Plan Review	IT/Security Technical Plan Review	Task Leader	Senior Project Manager (Facility Commissioning)	Senior Project Engineer (Facility Commissioning)	Admin/Clerical	Senior Technical Advisor	Admin/Clerical	Task Leader	Quality Manager	Cost Estimator	Total Cost
Design Development																						
Design Development Kickoff Meeting	8	8	16	8																		\$ 7,657.84
Progress Meetings (Approx. 12)	96	48	96	48																		\$ 59,570.40
Development of Building Plans, BIM Model, and Building Systems																						
Office Building	24		24																			\$ 10,502.88
Parking Garage(s)	24	24																				\$ 10,898.64
Materials/Radio Laboratory	24		24																			\$ 10,502.88
Print Shop & Warehouse	24		24																			\$ 10,502.88
Central Plant	24			24																		\$ 11,504.16
Radio Tower	12																	8				\$ 3,925.84
Site Development	32	32																				\$ 14,531.52
Review/Update Sustainability Plan with OPR and BOD	12		12	6									4	8	6	2						\$ 9,473.02
Develop DD Presentation	12																					\$ 3,405.84
DD Cost Estimate	8																		100	160	220	\$ 71,768.76
DD Presentation to TxDOT	12												6	12	8	4						\$ 7,911.94
DD Technical Plan Review and Comments to Architect																						
Office Building	16		24	8		2	4	4	8	12		8										\$ 17,090.04
Parking Garage(s)	12	16	4	4		1			4	12		2										\$ 11,120.76
Materials/Radio Laboratory	16		16	6		1	2	2	6	4		4										\$ 11,860.16
Print Shop & Warehouse	16		16	6		1	2	2	6	4		4										\$ 11,860.16
Central Plant	16		4	24		2	4	4	12	12		8										\$ 17,975.92
Site Structures (surface parking, vehicle/pedestrian circ., stormwater mgmt.)	16	16				1			2	2	8											\$ 9,224.62
Radio Tower	12					1			2	2							16	4				\$ 7,179.90
Evaluate DD Package against OPR and BOD Requirements	4												6	13	8	2						\$ 5,677.22
Commissioning Plan and Specifications													4	16	8	4						\$ 4,805.96
Constructibility Review	40	12	24	16																		\$ 20,215.80
Value Engineering Opportunities	32	12	24	16																		\$ 17,945.24
Update Risk Management Register	24	4	12	4																		\$ 10,120.52
TxDOT Final DD Review and Approval	48																					\$ 13,623.36
Monthly Schedule Update and Variance Report	12				24																	\$ 7,245.60
Develop Implementation Scenarios based on projected State funding	12																					\$ 3,405.84
Cost Impacts	12																					\$ 3,405.84
Conceptual Cash Flow	12																					\$ 3,405.84
Schedule Impact	12																					\$ 3,405.84
Coordination with AHJ's	24																					\$ 6,811.68
Coordinate meetings with Utility Service providers	24																					\$ 6,811.68
Misc. CMA Tasks	40																					\$ 11,352.80
Document Control and Management	120																					\$ 34,058.40
Subtotal Hours:	832	172	320	170	24	9	12	12	40	48	8	26	20	49	30	12	16	12	100	160	220	2,292
Subtotal Labor Cost:	\$ 236,138.24	\$ 29,289.88	\$ 49,216.00	\$ 33,238.40	\$ 3,839.76	\$ 709.56	\$ 2,384.16	\$ 2,290.68	\$ 8,335.60	\$ 9,082.56	\$ 1,084.80	\$ 5,329.48	\$ 3,785.40	\$ 8,310.40	\$ 4,004.10	\$ 802.56	\$ 2,640.00	\$ 780.00	\$ 18,000.00	\$ 26,240.00	\$ 25,258.20	\$ 470,759.78

	FREESE AND NICHOLS, INC.													ECM INTERNATIONAL, INC.	ENGINEERING ECONOMICS, INC.				HUFFMAN COMMUNICATIONS SALES, INCORPORATED			SUNLAND GROUP, INC.			
	\$ 283.82	\$ 170.29	\$ 153.80	\$ 195.52	\$ 159.99	\$ 78.84	\$ 198.68	\$ 190.89	\$ 208.39	\$ 189.22	\$ 135.60	\$ 204.98	\$ 134.03	\$ 188.04	\$ 189.27	\$ 169.60	\$ 133.47	\$ 66.88	\$ 150.00	\$ 165.00	\$ 120.00	\$ 180.00	\$ 164.00	\$ 114.81	
	OFFICE													OFFICE	OFFICE				Office	Office			Office		
BASIS SERVICES Task Descriptions	Senior Project Manager	Site Development Design Manager	Facilities Design Manager	Central Plant Design Manager	Senior Scheduler	Admin/Clerical	Fire Protection Technical Plan Reviewer	Fire Alarm Technical Plan Reviewer	Electrical Technical Plan Review	Structural Technical Plan Review	Landscape Architect Technical Plan Review	IT/Security Technical Plan Review	Business Analyst	Task Leader	Task Leader	Senior Project Manager (Facility Commissioning)	Senior Project Engineer (Facility Commissioning)	Admin/Clerical	Task Leader	Senior Technical Advisor	Construction Inspector I	Task Leader	Quality Manager	Cost Estimator	Total Cost
Construction Documents																									
Construction Document Kickoff Meeting	8					2													2		2				\$ 2,968.24
Progress Meetings (Approx. 14)	112					32														4					\$ 34,970.72
60%Construction Documents																									
Office Building	20																								\$ 5,676.40
Parking Garage(s)	20																								\$ 5,676.40
Materials/Radio Laboratory	20																								\$ 5,676.40
Print Shop & Warehouse	20																								\$ 5,676.40
Central Plant	20																								\$ 5,676.40
Radio Tower	8																			4					\$ 2,930.56
Site Development	20																								\$ 5,676.40
60% Cost Estimate																									\$ 5,676.40
60% Technical Plan Review and Comments to Architect																									
Office Building	16		32	16		6	12	12	16	20		16													\$ 28,137.24
Parking Garage(s)	16	24	8	12		4			12	20		12													\$ 21,264.92
Materials/Radio Laboratory	16		24	16		4	8	8	16	12		12													\$ 22,857.20
Print Shop & Warehouse	16		24	16		4	8	8	16	12		12													\$ 22,857.20
Central Plant	16		12	32		8	12	12	20	20		16													\$ 29,180.80
Site Structures (surface parking, vehicle/pedestrian circ., stormwater mgmt.)	16	24				4			8	12	16														\$ 15,050.80
Radio Tower	12					4			8	12										4					\$ 8,318.96
90%Construction Documents																									
Office Building	20														90	9	5	3							\$ 25,105.09
Parking Garage(s)	20														27	3	2	1							\$ 11,629.31
Materials/Radio Laboratory	20														43	7	4	2							\$ 15,669.85
Print Shop & Warehouse	20														30	5	3	1							\$ 12,669.79
Central Plant	20														13	7	4	2							\$ 9,991.75
Radio Tower	8														1	3	2	1		4					\$ 3,962.45
Site Development	20														11	3	2	1							\$ 8,600.99
90% Cost Estimate																									
90% Technical Plan Review and Comments to Architect																									
Office Building	16		32	16		6	12	12	16	20		16													\$ 28,137.24
Parking Garage(s)	16	24	8	12		4			12	20		12													\$ 21,264.92
Materials/Radio Laboratory	16		24	16		4	8	8	16	12		12													\$ 22,857.20
Print Shop & Warehouse	16		24	16		4	8	8	16	12		12													\$ 22,857.20
Central Plant	16		12	32		8	12	12	20	20		16													\$ 29,180.80
Site Structures (surface parking, vehicle/pedestrian circ., stormwater mgmt.)	16	24				4			8	12	16														\$ 15,050.80
Radio Tower	12					4			8	12										4					\$ 8,318.96
IFB Construction Documents																									
Office Building	12													4	47	9	5	3							\$ 15,448.08
Parking Garage(s)	12														19	3	2	1							\$ 7,844.59
Materials/Radio Laboratory	12													4	23	7	4	2							\$ 10,366.05
Print Shop & Warehouse	12													4	22	5	3	1							\$ 9,637.23
Central Plant	12													4	13	7	4	2							\$ 8,473.35
Radio Tower	6														1	3	2	1		8					\$ 4,054.81
Site Development	12														11	3	2	1							\$ 6,330.43
Final Cost Estimate	12					2									43	10	5	1		8		40	100	100	\$ 50,533.36
IFB Technical Plan Review and Comments to Architect															51	12	8	2							\$ 12,889.49
Office Building	8		16	8		4	6	6	8	12		8			64	16	10	4							\$ 30,955.00
Parking Garage(s)	8	12	4	6		2			6	12		6			1	2	1								\$ 11,672.84
Materials/Radio Laboratory	8		12	8		2	4	4	8	6		6													\$ 11,428.60
Print Shop & Warehouse	8		12	8		2	4	4	8	6		6													\$ 11,428.60
Central Plant	8		6	16		4	6	6	10	10		8													\$ 14,590.40
Site Structures (surface parking, vehicle/pedestrian circ., stormwater mgmt.)	8	12				2			4	6	8														\$ 7,525.40
Radio Tower	8					2			4	6										4					\$ 5,057.12
Pre-Commissioning Activities for Sustainable Design Goals	16																								\$ 4,541.12
Constructibility Review	16	8	16	16		2								8											\$ 13,154.56
Value Engineering Opportunities	16	8	16	16		2								8											\$ 13,154.56
Schedule	24				80									8											\$ 21,115.20
TxDOT Final CD Review and Approval	40	16	32	16		2																			\$ 22,285.04
Monthly Schedule Update and Variance Report	32	24	32	24	88	16																			\$ 38,123.84
Finalize Implementation Scenarios based on approved State funding	20	8	16	8		8																			\$ 11,694.40
Cost Impacts	12	4	8	4																					\$ 20,204.28
Cash Flow	8	2	4	2	60								40										30	80	\$ 18,577.98
Schedule Impact	12				32								16												\$ 10,670.00
Coordination with AHJ's	24																								\$ 6,811.68
Coordinate meetings with Utility Service providers	16																								

	FREESE AND NICHOLS, INC.						ECM INTERNATIONAL, INC.	ENGINEERING ECONOMICS, INC.				HUFFMAN COMMUNICATIONS SALES, INCORPORATED	
	\$ 283.82	\$ 170.29	\$ 153.80	\$ 195.52	\$ 159.99	\$ 78.84	\$ 188.04	\$ 189.27	\$ 169.60	\$ 133.47	\$ 66.88	\$ 165.00	
	OFFICE						OFFICE	OFFICE				Office	
BASIS SERVICES Task Descriptions	Senior Project Manager	Site Dvelopment Design Manager	Facilities Design Manager	Central Plant Design Manager	Senior Scheduler	Admin/Clerical	Task Leader	Task Leader	Senior Project Manager (Facility Commissioning)	Senior Project Engineer (Facility Commissioning)	Admin/Clerical	Senior Technical Advisor	Total Cost
Procurement													
General Activities													
Maintain Master Program Schedule and produce reporting					4								\$ 639.96
Maintain Master Budget and produce reporting													
Produce weekly informal progress reports													
Produce monthly formal progress reporting													
Produce monthly progress presentation													
Civil Site Package													
Review final procurement package	4	4											\$ 1,816.44
Coordinate with TxDOT on advertisement													
Prepare for and participate in Pre-proposal conference	8						4						\$ 3,022.72
Manage production and distribution of bidding adendum													
Validate bids													
Produce Bid Tabulation													
Check Contractor / Subcontractor references													
Review financial stability													
Review proposed construction schedule	4				4		4						\$ 2,527.40
Preliminary assessment of site logistics for program construction	4						4						\$ 1,887.44
Coordinate award recommendation with A/E													
Assist TxDOT with award notification													
Contract award and Execution	8					4							\$ 2,585.92
Facilities Package													
Review final procurement package	4		4	4								2	\$ 2,862.56
Coordinate with TxDOT on advertisement													
Prepare for and participate in Pre-proposal conference	8							18	28	16	2		\$ 12,695.50
Manage production and distribution of bidding adendum													
Validate bids													
Produce Bid Tabulation													
Check Contractor / Subcontractor references													
Review financial stability													
Review proposed construction schedule	4				4		4	1	2	1		2	\$ 3,519.34
Preliminary assessment of site logistics for program construction	4						4					2	\$ 2,217.44
Coordinate award recommendation with A/E													
Assist TxDOT with award notification													
Contract award and Execution	8					4							\$ 2,585.92
Subtotal Hours:	56	4	4	4	12	8	20	19	30	17	2	6	182
Subtotal Labor Cost:	\$ 15,893.92	\$ 681.16	\$ 615.20	\$ 782.08	\$ 1,919.88	\$ 630.72	\$ 3,760.80	\$ 3,596.13	\$ 5,088.00	\$ 2,268.99	\$ 133.76	\$ 990.00	\$ 36,360.64

	FREESE AND NICHOLS, INC.					ECM INTERNATIONAL, INC.					ENGINEERING ECONOMICS, INC.					HUFFMAN COMMUNICATIONS SALES, INCORPORATED			SUNLAND GROUP, INC.		
	\$ 159.99	\$ 78.84	\$ 134.03	\$ 125.99	\$ 236.23	\$ 160.81	\$ 137.84	\$ 110.27	\$ 64.32	\$ 114.86	\$ 189.27	\$ 169.60	\$ 133.47	\$ 105.88	\$ 66.88	\$ 165.00	\$ 120.00	\$ 65.00	\$ 164.00	\$ 114.81	
	OFFICE			FIELD		FIELD					OFFICE					OFFICE			Office		
BASIS SERVICES Task Descriptions	Senior Scheduler	Admin/Clerical	Business Analyst	Construction Manager III	Senior Project Manager	Task Leader	Senior Construction Inspector	Construction Inspector III	Records Keeper	Field Engineer	Task Leader	Senior Project Manager (Facility Commissioning)	Senior Project Engineer (Facility Commissioning)	Technician	Admin/Clerical	Senior Technical Advisor	Construction Inspector I	Admin/Clerical	Quality Manager	Cost Estimator	Total Cost
Construction																					
General Activities																					
Maintain Master Program Schedule and produce reporting	528				360	954			238												\$ 338,238.42
Maintain Master Budget and produce reporting		120	120		360	715			238												\$ 240,874.51
Produce weekly informal progress reports					524	477			477												\$ 231,171.53
Produce monthly formal progress reporting		180			524	477			954												\$ 276,043.37
Produce monthly progress presentation		120	120		524	477			954												\$ 287,396.57
Records Management					262	954			1907												\$ 337,963.24
Review Pay Applications					262	238															\$ 100,165.04
Cost analysis and negotiation change order					360	477															\$ 161,749.17
Evaluation of progress					300																\$ 70,869.00
Management & screening of materials testing																					
Construction Oversight																					
TxDOT Stakeholder Management Meetings					360																\$ 85,042.80
Commissioning Kickoff					8						4	8	4		1						\$ 4,604.48
Office Building																					
Daily construction observation and reports							2384				118	19	58	26	5						\$ 364,995.36
Process Requests for Information							477														\$ 65,749.68
Change Orders							477				4	12	36	16					20	80	\$ 87,505.76
Shop Drawings and Submittals							238				93	22	65	29							\$ 65,885.30
Weekly Progress Meetings							358				8	24	72	32							\$ 67,929.28
Weekly Progress Meeting Minutes							238				2	6	18	8							\$ 37,451.56
Review Pay Applications							119														\$ 16,402.96
Cost analysis and negotiation change order							119														\$ 16,402.96
Evaluation of schedule progress							238														\$ 32,805.92
Management & screening of materials testing							119														\$ 16,402.96
Construction Oversight																					
Commissioning Documents											12	30	90	40	16						\$ 24,676.82
Monitoring-Based Commissioning Setup																					
Parking Garage(s)																					
Daily construction observation and reports				262							26	3	10	7	1						\$ 40,581.94
Process Requests for Information				262																	\$ 33,009.38
Change Orders				131							2	4	12	8					20	40	\$ 27,882.71
Shop Drawings and Submittals				196							22	8	22	8							\$ 33,998.16
Weekly Progress Meetings				131							4	4	12	8							\$ 20,388.85
Weekly Progress Meeting Minutes				66							1	2	6								\$ 9,644.63
Review Pay Applications				66																	\$ 8,315.34
Cost analysis and negotiation change order				131																	\$ 16,504.69
Evaluation of schedule progress				66																	\$ 8,315.34
Management & screening of materials testing				60																	\$ 7,559.40
Construction Oversight																					
Commissioning Documents											6	12	36	12	2						\$ 9,380.06
Monitoring-Based Commissioning Setup																					
Materials/Radio Laboratory																					
Daily construction observation and reports								1192			72	7	19	13	1						\$ 150,235.73
Process Requests for Information								238													\$ 26,244.26
Change Orders								238			3	8	24	8					20	40	\$ 40,091.59
Shop Drawings and Submittals								119			54	16	48	16							\$ 34,156.95
Weekly Progress Meetings								179			6	8	24	16							\$ 27,128.11
Weekly Progress Meeting Minutes								119			2	2	6	4							\$ 15,064.21
Review Pay Applications								60													\$ 6,616.20
Cost analysis and negotiation change order								60													\$ 6,616.20
Evaluation of schedule progress								119													\$ 13,122.13
Management & screening of materials testing								60													\$ 6,616.20
Construction Oversight																					
Commissioning Documents											9	24	72	24	12						\$ 18,727.35
Monitoring-Based Commissioning Setup																					
Print Shop & Warehouse																					
Daily construction observation and reports								1192			47	4	10	7	2						\$ 143,225.55
Process Requests for Information								238													\$ 26,244.26
Change Orders								238			2	4	12	8					20	40	\$ 37,622.28
Shop Drawings and Submittals								119			43	8	24	8							\$ 26,667.86
Weekly Progress Meetings								179			3	4	12	8							\$ 23,433.22
Weekly Progress Meeting Minutes								119			1	2	6	4							\$ 14,874.94
Review Pay Applications								60													\$ 6,616.20
Cost analysis and negotiation change order								60													\$ 6,616.20
Evaluation of schedule progress								119													\$ 13,122.13
Management & screening of materials testing								60													\$ 6,616.20
Construction Oversight																					
Commissioning Documents											4	12	36	12	6						\$ 9,269.04
Monitoring-Based Commissioning Setup																					

	FREESE AND NICHOLS, INC.					ECM INTERNATIONAL, INC.					ENGINEERING ECONOMICS, INC.					HUFFMAN COMMUNICATIONS SALES, INCORPORATED			SUNLAND GROUP, INC.		
	\$ 159.99	\$ 78.84	\$ 134.03	\$ 125.99	\$ 236.23	\$ 160.81	\$ 137.84	\$ 110.27	\$ 64.32	\$ 114.86	\$ 189.27	\$ 169.60	\$ 133.47	\$ 105.88	\$ 66.88	\$ 165.00	\$ 120.00	\$ 65.00	\$ 164.00	\$ 114.81	
	OFFICE			FIELD		FIELD					OFFICE					Office			Office		
BASIS SERVICES Task Descriptions	Senior Scheduler	Admin/Clerical	Business Analyst	Construction Manager III	Senior Project Manager	Task Leader	Senior Construction Inspector	Construction Inspector III	Records Keeper	Field Engineer	Task Leader	Senior Project Manager (Facility Commissioning)	Senior Project Engineer (Facility Commissioning)	Technician	Admin/Clerical	Senior Technical Advisor	Construction Inspector I	Admin/Clerical	Quality Manager	Cost Estimator	Total Cost
Central Plant																					
Daily construction observation and reports										2384	14	4	10	7	2						\$ 279,364.04
Process Requests for Information										477											\$ 54,788.22
Change Orders										477	2	4	12	8					20	40	\$ 66,166.24
Shop Drawings and Submittals										238	13	8	24	8							\$ 35,204.31
Weekly Progress Meetings										358	3	4	12	8							\$ 44,814.77
Weekly Progress Meeting Minutes										238	1	2	6	4							\$ 29,089.49
Review Pay Applications										119											\$ 13,668.34
Cost analysis and negotiation change order										119											\$ 13,668.34
Evaluation of schedule progress										238											\$ 27,336.68
Management & screening of materials testing										119											\$ 13,668.34
Construction Oversight																					
Commissioning Documents											4	12	36	12	6						\$ 9,269.04
Monitoring-Based Commissioning Setup																					
Site Development																					
Daily construction observation and reports											1	2	5	4	2						\$ 1,753.10
Process Requests for Information				262																	\$ 33,009.38
Change Orders				262							1	2	6	4					20	40	\$ 42,634.59
Shop Drawings and Submittals				131							1	2	6	4							\$ 18,257.50
Weekly Progress Meetings				196							1	2	6	4							\$ 26,446.85
Weekly Progress Meeting Minutes				131																	\$ 16,504.69
Review Pay Applications				66																	\$ 8,315.34
Cost analysis and negotiation change order				66																	\$ 8,315.34
Evaluation of schedule progress				131																	\$ 16,504.69
Management & screening of materials testing				66																	\$ 8,315.34
Construction Oversight																					
Commissioning Documents											1	2	6	4	1						\$ 1,819.69
Monitoring-Based Commissioning Setup																					
Radio Tower																					
Daily construction observation and reports											8	2	5	4	1		96				\$ 14,531.11
Process Requests for Information																	42				\$ 5,040.00
Change Orders											1	2	6	4			36		20	20	\$ 11,649.01
Shop Drawings and Submittals											8	2	6	4		40	18				\$ 11,837.70
Weekly Progress Meetings											1	2	2	4		40	32				\$ 11,658.93
Weekly Progress Meeting Minutes																	12	24			\$ 3,000.00
Review Pay Applications																	16				\$ 1,920.00
Cost analysis and negotiation change order																	16				\$ 1,920.00
Evaluation of schedule progress																	12				\$ 1,440.00
Management & screening of materials testing																	12				\$ 1,440.00
Construction Oversight																					
Commissioning Documents											1	2	6	4	1						\$ 1,819.69
Monitoring-Based Commissioning Setup																					
Subtotal Hours:	528	420	240	2682	3844	4769	4767	4768	4768	4767	609	307	888	409	59	80	292	24	140	300	34,661
Subtotal Labor Cost:	\$ 84,474.72	\$ 33,112.80	\$ 32,167.20	\$ 337,905.18	\$ 908,068.12	\$ 766,902.89	\$ 657,083.28	\$ 525,767.36	\$ 306,677.76	\$ 547,537.62	\$ 115,265.43	\$ 52,067.20	\$ 118,521.36	\$ 43,304.92	\$ 3,945.92	\$ 13,200.00	\$ 35,040.00	\$ 1,560.00	\$ 22,960.00	\$ 34,443.00	\$ 4,640,004.76

	FREESE AND NICHOLS, INC.			ECM INTERNATIONAL, INC.				ENGINEERING ECONOMICS, INC.					HUFFMAN COMMUNICATIONS SALES, INCORPORATED		Total Cost
	\$ 283.82	\$ 78.84	\$ 236.23	\$ 160.81	\$ 137.84	\$ 64.32	\$ 114.86	\$ 189.27	\$ 169.60	\$ 133.47	\$ 105.88	\$ 66.88	\$ 165.00	\$ 120.00	
	OFFICE		FIELD	FIELD				OFFICE					Office		
BASIS SERVICES Task Descriptions	Senior Project Manager	Admin/Clerical	Senior Project Manager	Task Leader	Senior Construction Inspector	Records Keeper	Field Engineer	Task Leader	Senior Project Manager (Facility Commissioning)	Senior Project Engineer (Facility Commissioning)	Technician	Admin/Clerical	Senior Technical Advisor	Construction Inspector I	
Closeout / Warrantee Review															
General Activities															
Maintain Master Program Schedule and produce reporting		4	16	16		8									\$ 7,182.56
Maintain Master Budget and produce reporting		8	64	64		8									\$ 26,555.84
Produce weekly informal progress reports		8	32	32		48									\$ 16,423.36
Produce monthly formal progress reporting		8	32	32		64									\$ 17,452.48
Produce monthly progress presentation		8	32	32		48									\$ 16,423.36
Records Management		0	24	128		128									\$ 34,486.16
Final SECO Approval		2	24	16		16		2	8	4		1			\$ 11,765.38
Office Building															
Commissioning and Acceptance					32			20	60	238	476	4			\$ 100,804.54
O&M manuals					32			3	9	36	72				\$ 18,933.37
Record Drawings					32			3	9	36	72				\$ 18,933.37
Final Commissioning Documentation								6	18	72	130	16			\$ 28,632.74
Weekly Punchlist Status					64										\$ 8,821.76
TxDOT Final Acceptance					32										\$ 4,410.88
TAS Final Inspection					32										\$ 4,410.88
State Fire Marshal Final Inspection					32										\$ 4,410.88
Contract Administrative Closeout					64										\$ 8,821.76
Seasonal Commissioning								3	9	36	72	1			\$ 14,589.37
Ongoing Performance Verification								8	24	40					\$ 10,923.36
Construction Warranty Inspection @ 10 months post occupancy	8				16			39	9	36	72				\$ 25,812.21
Parking Garage(s)															
Commissioning and Acceptance			32					6	17	65	130	1			\$ 34,085.01
O&M manuals			32					1	3	12	24				\$ 12,400.19
Record Drawings			32					1	3	12	24				\$ 12,400.19
Final Commissioning Documentation								2	6	24	44	4			\$ 9,525.66
Weekly Punchlist Status			64												\$ 15,118.72
TxDOT Final Acceptance			32												\$ 7,559.36
TAS Final Inspection			32												\$ 7,559.36
State Fire Marshal Final Inspection			32												\$ 7,559.36
Contract Administrative Closeout			64												\$ 15,118.72
Seasonal Commissioning								1	3	12	24	1			\$ 4,907.71
Ongoing Performance Verification								3	9	15					\$ 4,096.26
Construction Warranty Inspection @ 10 months post occupancy	8		16					6	3	12	24				\$ 11,837.42
Materials/Radio Laboratory															
Commissioning and Acceptance					16			16	48	192	384	3			\$ 79,859.36
O&M manuals					16			2	6	24	48				\$ 11,887.10
Record Drawings					16			2	6	24	48				\$ 11,887.10
Final Commissioning Documentation								4	12	48	96	12			\$ 20,165.88
Weekly Punchlist Status					32										\$ 4,410.88
TxDOT Final Acceptance					16										\$ 2,205.44
TAS Final Inspection					16										\$ 2,205.44
State Fire Marshal Final Inspection					16										\$ 2,205.44
Contract Administrative Closeout					32										\$ 4,410.88
Seasonal Commissioning								2	6	24	48	1			\$ 9,748.54
Ongoing Performance Verification								6	18	30					\$ 8,192.52
Construction Warranty Inspection @ 10 months post occupancy	12				8			22	6	24	48				\$ 17,975.62

	FREESE AND NICHOLS, INC.			ECM INTERNATIONAL, INC.				ENGINEERING ECONOMICS, INC.					HUFFMAN COMMUNICATIONS SALES, INCORPORATED		Total Cost
	\$ 283.82	\$ 78.84	\$ 236.23	\$ 160.81	\$ 137.84	\$ 64.32	\$ 114.86	\$ 189.27	\$ 169.60	\$ 133.47	\$ 105.88	\$ 66.88	\$ 165.00	\$ 120.00	
	OFFICE		FIELD	FIELD				OFFICE					Office		
BASIS SERVICES Task Descriptions	Senior Project Manager	Admin/Clerical	Senior Project Manager	Task Leader	Senior Construction Inspector	Records Keeper	Field Engineer	Task Leader	Senior Project Manager (Facility Commissioning)	Senior Project Engineer (Facility Commissioning)	Technician	Admin/Clerical	Senior Technical Advisor	Construction Inspector I	
Closeout / Warrantee Review															
General Activities															
Maintain Master Program Schedule and produce reporting		4	16	16		8									\$ 7,182.56
Maintain Master Budget and produce reporting		8	64	64		8									\$ 26,555.84
Produce weekly informal progress reports		8	32	32		48									\$ 16,423.36
Produce monthly formal progress reporting		8	32	32		64									\$ 17,452.48
Produce monthly progress presentation		8	32	32		48									\$ 16,423.36
Records Management		0	24	128		128									\$ 34,486.16
Final SECO Approval		2	24	16		16		2	8	4		1			\$ 11,765.38
Office Building															
Commissioning and Acceptance					32			20	60	238	476	4			\$ 100,804.54
O&M manuals					32			3	9	36	72				\$ 18,933.37
Record Drawings					32			3	9	36	72				\$ 18,933.37
Final Commissioning Documentation								6	18	72	130	16			\$ 28,632.74
Weekly Punchlist Status					64										\$ 8,821.76
TxDOT Final Acceptance					32										\$ 4,410.88
TAS Final Inspection					32										\$ 4,410.88
State Fire Marshal Final Inspection					32										\$ 4,410.88
Contract Administrative Closeout					64										\$ 8,821.76
Seasonal Commissioning								3	9	36	72	1			\$ 14,589.37
Ongoing Performance Verification								8	24	40					\$ 10,923.36
Construction Warranty Inspection @ 10 months post occupancy	8				16			39	9	36	72				\$ 25,812.21
Parking Garage(s)															
Commissioning and Acceptance			32					6	17	65	130	1			\$ 34,085.01
O&M manuals			32					1	3	12	24				\$ 12,400.19
Record Drawings			32					1	3	12	24				\$ 12,400.19
Final Commissioning Documentation								2	6	24	44	4			\$ 9,525.66
Weekly Punchlist Status			64												\$ 15,118.72
TxDOT Final Acceptance			32												\$ 7,559.36
TAS Final Inspection			32												\$ 7,559.36
State Fire Marshal Final Inspection			32												\$ 7,559.36
Contract Administrative Closeout			64												\$ 15,118.72
Seasonal Commissioning								1	3	12	24	1			\$ 4,907.71
Ongoing Performance Verification								3	9	15					\$ 4,096.26
Construction Warranty Inspection @ 10 months post occupancy	8		16					6	3	12	24				\$ 11,837.42
Materials/Radio Laboratory															
Commissioning and Acceptance					16			16	48	192	384	3			\$ 79,859.36
O&M manuals					16			2	6	24	48				\$ 11,887.10
Record Drawings					16			2	6	24	48				\$ 11,887.10
Final Commissioning Documentation								4	12	48	96	12			\$ 20,165.88
Weekly Punchlist Status					32										\$ 4,410.88
TxDOT Final Acceptance					16										\$ 2,205.44
TAS Final Inspection					16										\$ 2,205.44
State Fire Marshal Final Inspection					16										\$ 2,205.44
Contract Administrative Closeout					32										\$ 4,410.88
Seasonal Commissioning								2	6	24	48	1			\$ 9,748.54
Ongoing Performance Verification								6	18	30					\$ 8,192.52
Construction Warranty Inspection @ 10 months post occupancy	12				8			22	6	24	48				\$ 17,975.62

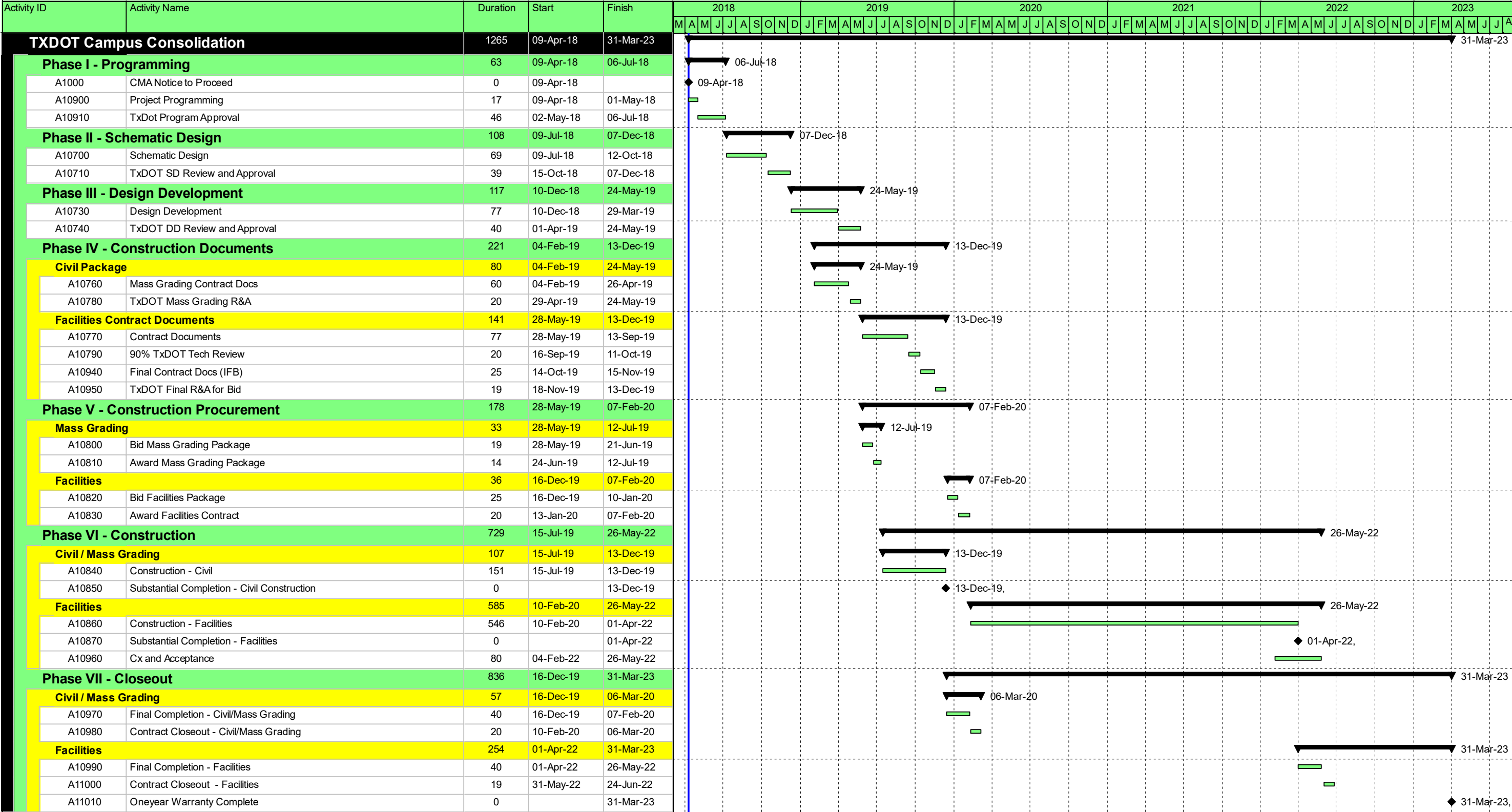
	FREESE AND NICHOLS, INC.			ECM INTERNATIONAL, INC.				ENGINEERING ECONOMICS, INC.					HUFFMAN COMMUNICATIONS SALES, INCORPORATED																
	\$	283.82	\$	78.84	\$	236.23	\$	160.81	\$	137.84	\$	64.32	\$	114.86		\$	189.27	\$	169.60	\$	133.47	\$	105.88	\$	66.88	\$	165.00	\$	120.00
	OFFICE		FIELD		FIELD				OFFICE					Office															
BASIS SERVICES Task Descriptions	Senior Project Manager	Admin/Clerical	Senior Project Manager	Task Leader	Senior Construction Inspector	Records Keeper	Field Engineer	Task Leader	Senior Project Manager (Facility Commissioning)	Senior Project Engineer (Facility Commissioning)	Technician	Admin/Clerical	Senior Technical Advisor	Construction Inspector I	Total Cost														
Print Shop & Warehouse																													
Commissioning and Acceptance					16			8	24	96	192	2			\$ 41,065.84														
O&M manuals					16			2	6	24	48				\$ 11,887.10														
Record Drawings					16			2	6	24	48				\$ 11,887.10														
Final Commissioning Documentation								3	9	36	72	8			\$ 15,057.53														
Weekly Punchlist Status					32										\$ 4,410.88														
TxDOT Final Acceptance					16										\$ 2,205.44														
TAS Final Inspection					16										\$ 2,205.44														
State Fire Marshal Final Inspection					16										\$ 2,205.44														
Contract Administrative Closeout					32										\$ 4,410.88														
Seasonal Commissioning								2	6	24	48	1			\$ 9,748.54														
Ongoing Performance Verification								4	12	20					\$ 5,461.68														
Construction Warranty Inspection @ 10 months post occupancy	12				8			12	6	24	48				\$ 16,082.92														
Central Plant																													
Commissioning and Acceptance							32	8	24	96	192	2			\$ 42,535.92														
O&M manuals							32	2	6	24	48				\$ 13,357.18														
Record Drawings							32	2	6	24	48				\$ 13,357.18														
Final Commissioning Documentation								3	9	36	72	8			\$ 15,057.53														
Weekly Punchlist Status							64								\$ 7,351.04														
TxDOT Final Acceptance							32								\$ 3,675.52														
TAS Final Inspection							32								\$ 3,675.52														
State Fire Marshal Final Inspection							32								\$ 3,675.52														
Contract Administrative Closeout							64								\$ 7,351.04														
Seasonal Commissioning								2	6	24	48	1			\$ 9,748.54														
Ongoing Performance Verification								4	12	20					\$ 5,461.68														
Construction Warranty Inspection @ 10 months post occupancy	8						16	7	6	24	48				\$ 14,736.33														
Site Development																													
Commissioning and Acceptance			32					2	6	24	48	1			\$ 17,307.90														
O&M manuals			32					1	3	12	24				\$ 12,400.19														
Record Drawings			32					1	3	12	24				\$ 12,400.19														
Final Commissioning Documentation								2	6	24	48	4			\$ 9,949.18														
Weekly Punchlist Status			64												\$ 15,118.72														
TxDOT Final Acceptance			32												\$ 7,559.36														
TAS Final Inspection			32												\$ 7,559.36														
State Fire Marshal Final Inspection			32												\$ 7,559.36														
Contract Administrative Closeout			64					1	3	12	24				\$ 19,959.55														
Seasonal Commissioning								2	6	10		1			\$ 2,797.72														
Ongoing Performance Verification								1	3	12	24				\$ 4,840.83														
Construction Warranty Inspection @ 10 months post occupancy	8		16												\$ 6,050.24														
Radio Tower																													
Commissioning and Acceptance								2	6	20	40	1		24	\$ 11,247.62														
O&M manuals								1	3	12	24			24	\$ 7,720.83														
Record Drawings								1	3	12	24			16	\$ 6,760.83														
Final Commissioning Documentation								2	6	24	48	4			\$ 9,949.18														
Weekly Punchlist Status														56	\$ 6,720.00														
TxDOT Final Acceptance														32	\$ 3,840.00														
Contract Administrative Closeout														32	\$ 3,840.00														
Seasonal Commissioning								1	3	12	24	1		32	\$ 8,747.71														
Ongoing Performance Verification								2	6	10				64	\$ 10,410.84														
Construction Warranty Inspection @ 10 months post occupancy	2							11	3	12	24		8		\$ 8,621.17														
Subtotal Hours:	58	38	896	320	672	320	336	249	490	1720	3124	78	8	280	8,589														
Subtotal Labor Cost:	\$ 16,461.56	\$ 2,995.92	\$ 211,662.08	\$ 51,459.20	\$ 92,628.48	\$ 20,582.40	\$ 38,592.96	\$ 47,128.23	\$ 83,104.00	\$ 229,568.40	\$ 330,769.12	\$ 5,216.64	\$ 1,320.00	\$ 33,600.00	\$ 1,165,088.99														

OTHER DIRECT EXPENSE	UNIT	FIXED COST	MAXIMUM COST	QUANTITY	COST
Lodging/Hotel (Taxes and fees not included)	day/person		\$ 93.00	380	\$ 35,340.00
Lodging/Hotel Taxes/fees	day/person		\$ 25.00	380	\$ 9,500.00
Meals (Overnight Stay Required)	day/person		\$ 51.00	380	\$ 19,380.00
Mileage	mile	\$ 0.545		150,800	\$ 82,186.00
Rental Car (Includes taxes and fees; Insurance costs will not be reimbursed)	day		\$ 70.00	100	\$ 7,000.00
SUV or ATV Rental (Includes taxes and fees; Insurance costs will not be reimbursed)	day		\$ 100.00	120	\$ 12,000.00
Rental Car Fuel	per gallon		\$ 4.00	5,000	\$ 20,000.00
Air Travel - In State - Short Notice (Coach)	Rd Trip/person		\$ 650.00	21	\$ 13,650.00
Air Travel - In State - 2+ Wks Notice (Coach)	Rd Trip/person		\$ 500.00	62	\$ 31,000.00
Air Travel - Out of State - Short Notice (Coach)	Rd Trip/person		\$ 700.00	24	\$ 16,800.00
Air Travel - Out of State - 2+ Wks Notice (Coach)	Rd Trip/person		\$ 600.00	96	\$ 57,600.00
Parking	day		\$ 25.00	160	\$ 4,000.00
Toll Charges	each		\$ 15.00	180	\$ 2,700.00
Taxi/Cab fare	each/person		\$ 35.00	60	\$ 2,100.00
Other Modes of Transportation	each/person		\$ 30.00	10	\$ 300.00
Standard Postage	letter	\$ 0.50		5,000	\$ 2,500.00
Overnight Mail- letter size	each	\$ 18.00		750	\$ 13,500.00
Overnight Mail - oversized box	each	\$ 28.00		500	\$ 14,000.00
Courier Services	each	\$ 40.00		120	\$ 4,800.00
Photocopies B/W (8 1/2" X 11")	each	\$ 0.10		100,000	\$ 10,000.00
Photocopies B/W (11" X 17")	each	\$ 0.12		5,000	\$ 600.00
Photocopies Color (8 1/2" X 11")	each	\$ 0.30		50,000	\$ 15,000.00
Photocopies Color (11" X 17")	each	\$ 0.30		20,000	\$ 6,000.00
Digital Ortho Plotting	square foot	\$ 2.00		-	\$ -
Plots (B/W on Bond)	square foot	\$ 0.50		40,000	\$ 20,000.00
Plots (Color on Bond)	square foot	\$ 1.00		20,000	\$ 20,000.00
Report Binding	each		\$ 5.00	150	\$ 750.00
Notebooks	each		\$ 10.00	40	\$ 400.00
Reproduction of CD/DVD	each	\$ 3.00		60	\$ 180.00
CDs	each	\$ 1.00		200	\$ 200.00
Aerial Photographs (1" = 500' scale)	each		\$ 25.00	450	\$ 11,250.00
Plots (Color on Photographic Paper)	per sq. ft.	\$ 2.25		120	\$ 270.00
Color Graphics on Foam Board	square foot	\$ 10.00		12	\$ 120.00
Presentation Boards 30" X 40" Color Mounted	each	\$ 5.00		64	\$ 320.00
4" X 6" Digital Color Print	picture	\$ 0.25		4,500	\$ 1,125.00
USB Flash Drive	each		\$ 30.00	40	\$ 1,200.00
Plots (B/W on Mylar, 4 mil)	square foot		\$ 1.25	3,000	\$ 3,750.00
Banners / Signs	square foot		\$ 2.25	400	\$ 900.00
8" X 10" Digital Color Print	picture	\$ 0.50		600	\$ 300.00
Safety Harness and lanyards	each		\$ 200.00	3	\$ 600.00
Construction Truck (Includes operation, and maintenance costs; Insurance costs will not be reimbursed, Inspectors)	month		\$ 1,650.00	128	\$ 211,200.00
Subtotal Other Direct Expense:					\$ 652,521.00

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Attachment F  
Work Schedule

PeopleSoft Contract No: 7913  
Legacy Contract No: 38-7SDP8002



Remaining Level of Effort    Actual Work    Critical Remaining Work  
Actual Level of Effort    Remaining Work    Milestone

## **ATTACHMENT G**

### **Computer Graphics Files for Document and Information Exchange**

**Not Applicable**

**ATTACHMENT H-SG****Historically Underutilized Business  
for State Funded Professional or Technical Services Contracts  
HUB Goal Assigned-State of Texas Subcontracting Plan Required**

- 1) **POLICY.** It is the policy of the Department to ensure that HUBs shall have an equal opportunity to participate in the performance of contracts; to create a level playing field on which HUBs can compete fairly for contracts and subcontracts; to ensure nondiscrimination on the basis of race, color, national origin, or gender in the award and administration of contracts; to help remove barriers to the participation of HUBs in department contracts; and, to assist in the development of firms that can compete successfully in the market place outside the HUB program. Consequently, the HUB requirements of the Department's HUB Program apply to this contract as follows:
  - (1) The Provider agrees to insure that they shall take all necessary and reasonable steps to meet the HUB goal for this contract.
    - a. The Provider and any subprovider(s) shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts.
    - b. When submitting the contract for execution by the Department, the Provider must complete and furnish Exhibit H-1 which lists the commitments made to all subproviders, including certified HUB subprovider(s) that are to meet the contract goal, and Exhibit H-2 which is a commitment agreement(s) containing the original signatures of the Provider and HUB(s) that were indicated in the original submitted State of Texas HUB Subcontracting Plan (HSP) in Section 8. For Work Authorization Contracts, Exhibit H-1 is required at the time of submitting the contract for execution by the Department. Exhibit H-2 will be required to be completed and attach with each work authorization number that is submitted for execution, if the HUB will be performing work. If non-HUB subprovider is performing work, insert N/A (not applicable) on the line provided. A prime must allow a HUB maximum opportunity to perform the work by not creating unnecessary barriers or artificial requirements for the purpose of hindering a HUB's performance under the contract. Any substitutions or changes to the HSP, in addition to any changes to the original contract award, shall be subject to prior written approval by the Department. If there are any changes to the subproviders during the contract term, the Provider must furnish a Revised Exhibit H-1 showing the revised commitment of all subproviders.
    - c. Failure to carry out the requirements set forth above shall constitute a breach of contract and may result in a letter of reprimand; in termination of the contract by the Department; in a deduction from money due or to become due to the Provider, not as a penalty but as damages to the Department's HUB Program; or such other remedy or remedies as the Department deems appropriate.
- 2) **DEFINITIONS.**
  - a. "Department" means the Texas Department of Transportation (TxDOT).
  - b. "Contract" is the agreement between the Texas Department of Transportation and a Provider.
  - c. "Provider" is any individual or company that provides professional or technical services.
  - d. "Joint Venture" means an association of two or more businesses to carry out a single business enterprise for profit which combines their property, capital, efforts, skills and knowledge.
  - e. "Historically Underutilized Business (HUB)" means any business so certified by the Texas Facilities Commission.
- 3) **PERCENTAGE GOAL.** The goal for Historically Underutilized Business (HUB) participation in the work to be performed under this contract is **25%** of the contract amount.
- 4) **PROVIDER'S RESPONSIBILITIES.** A Provider (HUB or non-HUB) must perform a minimum of 30% of the contract with its employees (as defined by the Internal Revenue Service). The contract is subject to the HSP Good Faith Effort Requirements.
  - a. A Provider who cannot meet the contract goal, in whole or in part, should have documented any of the following and other efforts made as a "Good Faith Effort" to obtain HUB participation.
    - (1) Whether the prime advertised in general circulation, trade association, and/or minority/women focus media concerning subcontracting opportunities.

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- (2) Whether the prime provided written notice to at least three (3) qualified HUBs allowing sufficient time for HUBs to participate effectively.
- (3) Whether the prime documented reasons for rejection or met with the rejected HUB to discuss the rejection.
- (4) Whether the prime provided qualified HUBs with adequate information about bonding, insurance, the plans, the specifications, scope of work and requirements of the contract.
- (5) Whether the prime negotiated in good faith with qualified HUBs, not rejecting qualified HUBs who are also the lowest responsive bidder.
- (6) Whether the prime used the services of available minority and women community organizations, contractor's groups, local, state, and federal business assistance offices, and other organizations that provide support services to HUBs.

NOTE: The Provider must not cause or allow subproviders to bid their services.

- b. The preceding information shall be submitted directly to the Chair of the Consultant Selection Team responsible for the contract.
- c. The Provider shall make all reasonable efforts to honor commitments to HUB subproviders named in the original HSP in Section 8. Where the Provider terminates or removes a HUB subprovider named in the initial commitment, the Provider must demonstrate on a case-by-case basis to the satisfaction of the Department that the originally designated HUB was not able or willing to perform. The term "unable" includes, but is not limited to, a firm that does not have the resources and expertise to finish the work and/or a firm that substantially increases the time to complete the project.
- d. The Provider shall make all reasonable efforts to replace a HUB subprovider that is unable or unwilling to perform successfully with another HUB and must meet the HSP Good Faith Effort Requirements. Any substitution of HUBs shall be subject to prior written approval by the Department. The Department will request a statement from the firm being replaced concerning its replacement prior to approving the substitution. If there are any changes to the subproviders during the contract term, the Provider must furnish a Revised Exhibit H-1 showing the revised commitment of all subproviders.
- e. The Provider shall designate a HUB liaison officer who will administer the Provider's HUB program and who will be responsible for maintenance of records of efforts and contacts made to subcontract with HUBs.

5) **ELIGIBILITY OF HUBs.**

- a. The Texas Facilities Commission (TFC) certifies the eligibility of HUBs.
- b. The TFC maintains a directory of certified HUBs. The HUB Directory is available through the Department's Business Opportunity Programs Office and through the Internet at the TFCC's Website (<http://www.tfc.state.tx.us/divisions/commissionadmin/prog/HUB>).
- c. Only HUB firms certified and identified in specific categories and classes at the time the contract is signed or at the time the commitments are submitted are eligible to be used in the information furnished by the Provider as required under Section 2.c. above.
- d. If during the course of the contract it becomes necessary to substitute another HUB firm for a firm named in the information submitted by the Provider as required by Section 2.c. above, then only certified HUBs will be considered eligible as a substituted firm. The Provider's written request for substitutions of HUB subproviders shall be accompanied by a detailed explanation, which should substantiate the need for a substitution. The Department will verify the explanation with the HUB firm being replaced before giving approval of the substitution. If there are any changes to the subproviders during the contract term, the Provider must furnish a Revised Exhibit H-1 showing the revised commitment of all subproviders.
- e. The 73rd Legislature passed Texas Civil Statutes, Article 601i, relative to contracts between governmental entities and certain disadvantaged businesses. The Statute provides for civil penalties for persons who falsely claim disadvantaged business status and for the general contractor who knowingly contracts with a person claiming to be a disadvantaged business.

6) **DETERMINATION OF HUB PARTICIPATION.**

A firm must be an eligible HUB and perform a professional or technical function relating to the project. Proof of payment, such as copies of canceled checks, properly identifying the Department's contract number or project number may be required to substantiate the payment, as deemed necessary by the Department. A HUB subprovider, with prior written approval from the Department, may subcontract 70% of a contract as long as the

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HUB subprovider performs a commercially useful function. All subcontracts shall include the provisions required in the subcontract and shall be approved as to form, in writing, by the Department prior to work being performed under the subcontract. A HUB performs a commercially useful function when it is responsible for a distinct element of the work of a contract; and actually manages, supervises, and controls the materials, equipment, employees, and all other business obligations attendant to the satisfactory completion of contracted work. If the subcontractor uses an employee leasing firm for the purpose of providing salary and benefit administration, the employees must in all other respects be supervised and perform on the job as if they were employees of the subcontractor.

7) **COMPLIANCE OF PROVIDER.**

- 8) To ensure that HUB requirements of this contract are complied with, the Department will monitor the Provider's efforts to involve HUBs during the performance of this contract. This will be accomplished by a review of the monthly State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Exhibit H-6) submitted to the Business Opportunity Programs Office by the Provider indicating his/her progress in achieving the HUB contract goal, and by compliance reviews conducted by the Department. The State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Exhibit H-6) must be submitted at a minimum monthly to the Business Opportunity Programs Office, in addition to with each invoice to the appropriate agency contact.

The Provider shall receive credit toward the HUB goal based on actual payments to the HUB subproviders with the following exceptions and only if the arrangement is consistent with standard industry practice.

- (1) Payments to brokers or firms with a brokering type operation will be credited only for the amount of the commission;
- (2) Payments to a joint venture will not be credited unless all partners in the joint venture are HUBs;
- (3) Payments to a HUB subprovider who has subcontracted a portion of the work required under the subcontract will not be credited unless the HUB performs a commercially useful function;
- (4) Payments to a HUB will not be credited if the firm does not provide the goods or perform the services paid for;
- (5) Payments made to a HUB that cannot be linked by an invoice or canceled check to the contract under which credit is claimed will not be credited.

A Provider must not withhold or reduce payments to any HUB without a reason that is accepted as standard industry practice. A HUB prime or subprovider must comply with the terms of the contract or subcontract. Work products, services, and commodities must meet contract specifications whether performed by a prime or subprovider.

A Provider's failure to meet the HUB goal and failure to demonstrate to the Department's satisfaction sufficient "Good Faith Effort" on his/her part to obtain HUB participation shall constitute a breach of contract. In such a case, the Department reserves the right to issue a letter of reprimand; to deduct the amount of HUB goal not accomplished by HUBs from the money due or to become due the Provider, not as a penalty but as damages to the Department's HUB program; or such other remedy or remedies as the Department deems appropriate.

9) **RECORDS AND REPORTS.**

- a. After submission of the initial commitment (Exhibit H-1), required by Section 2.c. of this attachment, the Provider shall submit State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Exhibit H-6) at a minimum monthly, after contract work begins, on subcontracting involvement. One copy of the State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Exhibit H-6) is to be sent to the Business Opportunity Programs Office of the Department monthly. In addition, the State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Exhibit H-6) must be submitted with the Provider's invoice. **All payments made to subproviders are to be reported. These State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Reports are required monthly even during months when no payments to subproviders have been made.** The State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report will be

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required until all work on the contract has been completed. The Department may verify the amounts being reported as paid to HUBs by requesting copies of canceled checks paid to HUBs on a random basis.

- b. Subproviders should be identified on the State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Exhibit H-6) by name, the amount of actual payment made to each during the billing period, cumulative payment amount and percentage of the total contract amount.
- c. All such records must be retained for a period of seven years following final payment, or until an investigation, audit, examination, or other review undertaken during the seven years, and shall be available at reasonable times and places for inspection by authorized representatives of the Department and other agencies.
- d. Prior to receiving final payment, the Provider shall submit a Final Report (Exhibit H-4), detailing the subprovider payments to the Business Opportunity Programs Office of the Department, and one copy to the Department with the Provider's final invoice.

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## **ATTACHMENT H-SN**

### **Historically Underutilized Business (HUB) for State Funded Professional or Technical Services Contracts No State of Texas HUB Subcontracting Plan Required**

#### **POLICY**

It is the policy of the Department to ensure that HUBs shall have an equal opportunity to participate in the performance of contracts; to create a level playing field on which HUBs can compete fairly for contracts and subcontracts; to ensure nondiscrimination on the basis of race, color, national origin, or gender in the award and administration of contracts; to help remove barriers to the participation of HUBs in department contracts; and, to assist in the development of firms that can compete successfully in the market place outside the HUB program.

Subcontracting participation on projects with no HUB Subcontracting Plan Required should be reported on the State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report, the Exhibit H-6 Form. Payment to non-HUBs subproviders must be reported on Exhibit H-6. Payments to HUBs reported on Exhibit H-6 are subject to the following requirements:

#### **DETERMINATION OF HUB PARTICIPATION.**

A firm must be an eligible HUB and perform a professional or technical function relating to the project. Once a firm is determined to be an eligible HUB, the total amount paid to the HUB should be reported as race-neutral HUB participation.

A HUB subprovider may subcontract no more than 70% of a contract. The HUB subprovider shall perform not less than 30% of the value of the contract work with assistance of employees employed and paid directly by the HUB; and equipment owned or rented directly by the HUB.

A provider must report a portion of the total value of the contract amount paid to a HUB joint venture equal to the distinct, clearly defined portion of the work of the contract performed by the HUB.

Proof of payment, such as copies of canceled checks, properly identifying the Department's contract number or project number may be required to substantiate the payment, as deemed necessary by the Department.

The provider and any subprovider shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts. These requirements shall be physically included in any subcontract.

#### **REQUIRED FORMS.**

If subcontractors are used under the contract that has no stated HUB goal, Exhibits H-1, H-2, H-4 and H-6 are required. Exhibits H-1 and H-6 are required if no subcontractors are being used to perform work under this contract.

State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Exhibit H-6) **is required monthly even when no subcontracting activity has occurred.** In addition, State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Exhibit H-6) should be submitted with the Provider's invoice.

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**EXHIBIT H-1**

**Texas Department of Transportation  
Subprovider Monitoring System  
Commitment Worksheet**

Contract #: 601CT0000002994 Assigned Goal: 25% Federally Funded \_\_\_\_\_ State Funded X

Prime Provider: Freese and Nichols Inc. Total Contract Amount: \_\_\_\_\_

Prime Provider Info: DBE \_\_\_\_ HUB \_\_\_\_ Both \_\_\_\_

Vendor ID #: 17515319352 DBE/HUB Expiration Date: \_\_\_\_\_

(First 11 Digits Only)

*If no subproviders are used on this contract, please indicate by placing "N/A" on the 1<sup>st</sup> line under Subproviders.*

<b>Subprovider(s) (List All)</b>	<b>Type of Work</b>	<b>Vendor ID # (First 11 Digits Only)</b>	<b>D=DBE H=HUB</b>	<b>Expiration Date</b>	<b>\$ Amount or % of Work *</b>
ECM International Inc.	Building Construction Inspection	17424100083	H D	09/18/18 01/31/18	15%
Sunland Group Inc.	Building Construction Cost Estimating	17602955472	H	06/19/21	10%
Engineering Economics, Inc.	Facility Commissioning	18409420058			10%
Huffman Communications Sales, Incorporated	Communications Tower Construction Inspection	17516120973			5%
<b>Subprovider(s) Contract or % of Work* Totals</b>					<b>40%</b>

\*For Work Authorization Contracts, indicate the % of work to be performed by each subprovider.

Total DBE or HUB Commitment Dollars \$2,060,998.22

Total DBE or HUB Commitment Percentages of Contract 25%

(Commitment Dollars and Percentages are for Subproviders only)

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## EXHIBIT H-2

### Texas Department of Transportation Subprovider Monitoring System Commitment Agreement

This commitment agreement is subject to the award and receipt of a signed contract from the Texas Department of Transportation (TxDOT). **NOTE: Exhibit H-2 is required to be attached to each contract that does not include work authorizations. Exhibit H-2 is required to be attached with each work authorization. Exhibit H-2 is also required to be attached to each supplemental work authorization. If DBE/HUB Subproviders are used, the form must be completed and signed. If no DBE/HUB Subproviders are used, indicate with "N/A" on this line: \_\_\_\_\_ and attach with the work authorization or supplemental work authorization.**

Contract #: \_\_\_\_\_ Assigned Goal: \_\_\_\_\_ % Prime Provider: \_\_\_\_\_

Work Authorization (WA)#: \_\_\_\_\_ WA Amount: \_\_\_\_\_ Date: \_\_\_\_\_

Supplemental Work Authorization (SWA) #: \_\_\_\_\_ to WA #: \_\_\_\_\_ SWA Amount: \_\_\_\_\_

Revised WA Amount: \_\_\_\_\_

Description of Work (List by category of work or task description. Attach additional pages, if necessary.)	Dollar Amount (For each category of work or task description shown.)
<b>Total Commitment Amount (Including all additional pages.)</b>	\$

**IMPORTANT:** The signatures of the prime and the DBE/HUB and Second Tier Subprovider, if any (both DBE and Non-DBE) and the total commitment amount must always be on the same page.

<b>Provider Name:</b> <b>Address:</b> <b>Phone # &amp; Fax #:</b> <b>Email:</b>	<b>Name:</b> _____ <div style="text-align: center;"><i>(Please Print)</i></div> <b>Title:</b> _____ <div style="text-align: center;"> <span style="border-bottom: 1px solid black; display: inline-block; width: 150px;"></span> <span style="border-bottom: 1px solid black; display: inline-block; width: 100px;"></span> </div> <div style="display: flex; justify-content: space-between; width: 100%;"> <span><b>Signature</b></span> <span><b>Date</b></span> </div>
<b>DBE/HUB Sub Provider</b> <b>Subprovider Name:</b> <b>VID Number:</b> <b>Address:</b> <b>Phone # &amp; Fax #:</b> <b>Email:</b>	<b>Name:</b> _____ <div style="text-align: center;"><i>(Please Print)</i></div> <b>Title:</b> _____ <div style="text-align: center;"> <span style="border-bottom: 1px solid black; display: inline-block; width: 150px;"></span> <span style="border-bottom: 1px solid black; display: inline-block; width: 100px;"></span> </div> <div style="display: flex; justify-content: space-between; width: 100%;"> <span><b>Signature</b></span> <span><b>Date</b></span> </div>
<b>Second Tier Sub Provider</b> <b>Subprovider Name:</b> <b>VID Number:</b> <b>Address:</b> <b>Phone # &amp; Fax #:</b> <b>Email:</b>	<b>Name:</b> _____ <div style="text-align: center;"><i>(Please Print)</i></div> <b>Title:</b> _____ <div style="text-align: center;"> <span style="border-bottom: 1px solid black; display: inline-block; width: 150px;"></span> <span style="border-bottom: 1px solid black; display: inline-block; width: 100px;"></span> </div> <div style="display: flex; justify-content: space-between; width: 100%;"> <span><b>Signature</b></span> <span><b>Date</b></span> </div>

**VID Number is the Vendor Identification Number issued by the Comptroller. If a firm does not have a VID Number, please enter the owner's Social Security or their Federal Employee Identification Number (if incorporated).**

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**EXHIBIT H-4**

**Texas Department of Transportation  
Subprovider Monitoring System  
Final Report**

The Final Report Form should be filled out by the Prime Provider and submitted to the Contract Manager and the Business Opportunity Programs Office for review upon completion of the contract. The report should reflect **all subcontract activity** on the project. The report will aid in expediting the final estimate for payment. If the HUB or DBE goal requirements were not met, documentation supporting good faith efforts must be submitted.

DBE Goal: \_\_\_\_\_% **OR** HUB Goal: %  
Total Contract Amount: \$\_\_\_\_\_ Total Contract Amount: \$ \_\_\_\_\_

Contract Number:

Vendor ID #	Subprovider	Total \$ Amt Paid to Date
TOTAL		

This is to certify that \_\_\_\_\_% of the work was completed by the HUB or DBE subproviders as stated above.

\_\_\_\_\_  
By: Prime Provider

\_\_\_\_\_  
Per: Signature

Subscribed and sworn to before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_

\_\_\_\_\_  
Notary Public \_\_\_\_\_ County

My Commission expires:\_\_\_\_\_

